



2026:AHC:61426

HIGH COURT OF JUDICATURE AT ALLAHABAD

APPLICATION U/S 528 BNSS No. - 39093 of 2025

Rajesh Tiwari And 3 Others

.....Applicant(s)

Versus

State Of U.P. And 3 Others

.....Opposite
Party(s)

Counsel for Applicant(s)	:	Arvind Kumar
Counsel for Opposite Party(s)	:	G.A., Kuldeep Kumar Pandey

Court No. - 79

HON'BLE AVNISH SAXENA, J.

1. Supplementary affidavit filed by Sri Arvind Kumar, learned counsel for the applicants, the same is taken on record.
2. Heard, Sri Arvind Kumar, learned counsel for the applicants, learned A.G.A. for the State and Sri Devendra Singh, learned Advocate, holding the brief appeared for opposite party nos. 2 to 4.
3. The contention of learned counsel for the applicants is that the accused applicants and opposite party no. 2 to 4 are relative. There was dispute between the parties on the point of erecting pillar for Solar Plant. The FIR is lodged on 30.06.2022 with allegation that the accused applicants have entered into the house of opposite party nos. 2 to 4 and voluntarily caused hurt and criminal intimidation. Further submits that the parties have entered into compromise. The same is filed through the supplementary affidavit. Page -6 of the supplementary affidavit reveals the certified copy of the compromise between the parties.
4. This Court by order dated 09.12.2025 has sent the compromise entered into between the parties for verification. The order dated 09.12.2025 is reiterated as underneath:

"Learned counsel for both the parties submitted that parties settled their dispute arising out of offence punishable under Sections 452, 323, 506 of I.P.C. on the basis of compromise dated 02.09.2025. A certified copy of the said compromise is on record which is annexed as Annexure No. 9 of

the affidavit.

Both the parties are directed to appear before the court concerned within six weeks from today for verification and the court concerned is directed to verify the same.

Applicants are directed to file supplementary affidavit annexing certified copy of the compromise as well as verification proceedings of compromise.

Put up this case as fresh on 25.03.2026.

Till the next date of listing proceedings of Case No. 1666 of 2023, arising out of Case Crime No. 114 of 2022, under Sections 452, 323, 506 of I.P.C., Police Station- Raipura, District Chitrakoot, pending in the Court of Judicial Magistrate, Court No. 2, Chitrakoot shall remain stayed against the applicants."

5. In pursuance to the aforesaid order, the Court of Judicial Magistrate-Ist, Chitrakoot has verified the compromise entered into between the parties on 02.01.2026. The compromise verification dated 02.01.2026 is reiterated underneath:-

"आज दिनांक ०२.०१.२०२६ में शुभम तिवारी न्यायालय के समक्ष प्रस्तुत होकर अपने सुलह समझौते प्रा पत्र को सत्यापित करता हूँ। उक्त प्रा में लिखे सभी तथ्य सत्य हैं। मेरा व अभियुक्तगण क आपसी सुलह हो चुका है। मैं अपना वाद वापिस लेना चाहता हूँ। "

6. Learned counsel for opposite party nos.2 to 4 admits the factum of the compromise entered into between the parties and submits that the parties do not want to continue with the case.

7. Learned A.G.A. opposed the application as the non compoundable offence.

8. There is no point in getting the trial continued, when the parties have buried their differences as the star witness would not support the prosecution case.

9. Hon'ble the Supreme Court in the case of ***Gian Singh Vs. State of Punjab*** reported in ***2012(10) SCC 303*** has considered the inherent jurisdiction of the High Court vis a vis Section 320 of the Code of Criminal Procedure for considering the compromise entered into the parties and in a non

compoundable case and observed that the inherent jurisdiction of the High Court is to be exercised to secure the ends of justice and to prevent the abuse of process of Court. The relevant paragraph 61, which reflects the birds eye view of the case in which the High Court ought to exercise the power to quash the proceedings is reiterated underneath:-

".....the power of the High Court in quashing a criminal proceeding or FIR or complaint in exercise of its inherent jurisdiction is distinct and different from the power given to a criminal court for compounding the offences Under Section 320 of the Code. Inherent power is of wide plenitude with no statutory limitation but it has to be exercised in accord with the guideline engrafted in such power viz; (i) to secure the ends of justice or (ii) to prevent abuse of the process of any Court. In what cases power to quash the criminal proceeding or complaint or F.I.R may be exercised where the offender and victim have settled their dispute would depend on the facts and circumstances of each case and no category can be prescribed. However, before exercise of such power, the High Court must have due regard to the nature and gravity of the crime. Heinous and serious offences of mental depravity or offences like murder, rape, dacoity, etc. cannot be fittingly quashed even though the victim or victim's family and the offender have settled the dispute. Such offences are not private in nature and have serious impact on society. Similarly, any compromise between the victim and offender in relation to the offences under special statutes like Prevention of Corruption Act or the offences committed by public servants while working in that capacity etc; cannot provide for any basis for quashing criminal proceedings involving such offences. But the criminal cases having overwhelmingly and pre-dominantly civil favour stand on different footing for the purposes of quashing, particularly the offences arising from commercial, financial, mercantile, civil, partnership or such like transactions or the offences arising out of matrimony relating to dowry, etc. or the family disputes where the wrong is basically private or personal in nature and the parties have resolved their entire dispute. In this category of cases, High Court may quash criminal proceedings if in its view, because of the compromise between the offender and victim, the possibility of conviction is remote and bleak and continuation of criminal case would put accused to great oppression and prejudice and extreme injustice would be caused to him

by not quashing the criminal case despite full and complete settlement and compromise with the victim. In other words, the High Court must consider whether it would be unfair or contrary to the interest of justice to continue with the criminal proceeding or continuation of the criminal proceeding would tantamount to abuse of process of law despite settlement and compromise between the victim and wrongdoer and whether to secure the ends of justice, it is appropriate that criminal case is put to an end and if the answer to the above question(s) is in affirmative, the High Court shall be well within its jurisdiction to quash the criminal proceeding....."

10. Considering the dictum given by Hon'ble the Supreme Court in **Gian Singh (supra)**, the charge sheet dated 01.10.2022 and proceedings of Criminal Case No. 1666 of 2023, arising out of Case Crime No. 114 of 2022, under Sections 452, 323, 506 of I.P.C., Police Station- Raipura, District Chitrakoot, pending in the Court of Judicial Magistrate First, Chitrakoot are **quashed** in terms of compromise between the parties.

11. The application under Section 528 of BNSS is **allowed** accordingly.

(Avnish Saxena,J.)

March 25, 2026

Sharad/-