



2026:AHC:56973

HIGH COURT OF JUDICATURE AT ALLAHABAD

APPLICATION U/S 528 BNSS No. - 5933 of 2025

Mahir Husain

.....Applicant(s)

Versus

State of U.P. and Another

.....Opposite
Party(s)

Counsel for Applicant(s)

: Istyak Khan

Counsel for Opposite Party(s)

: G.A., Zafeer Ahmad

Court No. - 80

HON'BLE CHAWAN PRAKASH, J.

1. Heard Sri Istyak Khan, learned counsel for the applicant, learned A.G.A. for the State and Sri Jafeer Ahmad, learned counsel for the opposite party no. 2 and perused the record.

2. The present application under Section 528 B.N.S.S. has been filed for quashing the summoning order dated 07.05.2019 passed by the learned Additional Chief Judicial Magistrate, Court No. 2, Moradabad as well as entire proceedings of Complaint Case No. 5597 of 2018 (Reyazul Jahan Vs. Mahir Husain), under Sections 323, 324, 354, 354-B, 452 I.P.C., Police Station Munda Pandey, District Moradabad on the basis of written compromise dated 22.02.2023, pending in the court of Additional Chief Judicial Magistrate Court No. 2, Moradabad.

3. The parties before this Court had made a request that they have entered into a compromise in this matter and have settled all the disputes between them and now they do not want to proceed with this matter.

4. Learned counsel for the applicant has submitted the compromise entered into between the parties has been made without any coercion or undue influence upon the complainant of this case and is a result of free will and consent of the parties.

5. Learned counsel for the opposite party no. 2 could not dispute the arguments as aforesaid and states that he has no objection if the impugned proceeding pending against the applicant is quashed.

6. A coordinate Bench of this Court vide order dated 17.06.2025 directed

the learned trial court to verify the compromise deed in presence of both the parties and in compliance of the orders dated 17.06.2025 passed by this Court, learned trial court submitted its verification report dated 05.08.2025 to this Court.

7. It appears from perusal of the record that the compromise between the parties is the result of free will and consent of the complainant-opposite party no. 2 without any coercion or undue influence.

8. In view of that, this Court finds that since the parties have entered into compromise which has already been verified by the trial court, now nothing rests in this matter to continue.

9. The law with regards to quashing of a case on the basis of settlement arrived between the parties, is well settled. The Apex Court in the cases of **(1) B.S. Joshi and others Vs. State of Haryana and another: (2003)4 SCC 675; (2) Nikhil Merchant Vs. Central Bureau of Investigation : (2008) 9 SCC 677; (3) Manoj Sharma Vs. State and others: (2008) 16 SCC 1; (4) Gian Singh Vs. State of Punjab: (2012) 10 SCC 303; (5) Shaifullah and others Vs. State of U.P. And another: 2013 (83) ACC 278 and (6) Parbatbhai Ahir@Parbatbhai @ Bhimsinbhai Karmur and others Vs. State of Gujarat and another: (2017) 9 SCC 641** has held that the cases in which the parties have settled their grievances can be quashed.

10. The law is well-settled by the Apex Court on the subject matter, the present case is a good case for exercising powers by this Court to quash the summoning order dated 07.05.2019 passed by the learned Additional Chief Judicial Magistrate, Court No. 2, Moradabad as well as entire proceedings of Complaint Case No. 5597 of 2018 (Reyazul Jahan Vs. Mahir Husain), under Sections 323, 324, 354, 354-B, 452 I.P.C., Police Station Munda Pandey, District Moradabad on the basis of written compromise dated 22.02.2023, pending in the court of Additional Chief Judicial Magistrate Court No. 2, Moradabad.

11. Accordingly, the present application is **allowed**.

13. Hence, summoning order dated 07.05.2019 passed by the learned Additional Chief Judicial Magistrate, Court No. 2, Moradabad as well as entire proceedings of Complaint Case No. 5597 of 2018 (Reyazul Jahan

Vs. Mahir Husain), under Sections 323, 324, 354, 354-B, 452 I.P.C., Police Station Munda Pandey, District Moradabad on the basis of written compromise dated 22.02.2023, pending in the court of Additional Chief Judicial Magistrate Court No. 2, Moradabad are, hereby, **quashed** in terms of the compromise.

(Chawan Prakash,J.)

March 19, 2026

Rmk.