

THE HIGH COURT OF SIKKIM : GANGTOK
(Criminal Jurisdiction)

DATED : 4th September, 2025

SINGLE BENCH : THE HON'BLE MRS. JUSTICE MEENAKSHI MADAN RAI, JUDGE

Crl.M.C. No.06 of 2025

Petitioners : Devendra Sharma and Another

versus

Respondent : State of Sikkim

Application under Section 528 of the
Bharatiya Nagarik Suraksha Sanhita, 2023

Appearance

Mr. Dewen Sharma Luitel and Mr. Bhaichung Bhutia, Advocates for the Petitioners.

Mr. Thinlay Dorjee Bhutia, Public Prosecutor for the State-Respondent.

ORDER

Meenakshi Madan Rai, J.

1. Both Petitioners, by filing the instant Petition, seek quashing of the FIR No.08 of 2023, dated 18-04-2023, registered against the Petitioner No.1 before the Ranipool Police Station, under Sections 354-B, 354-D, 341, 323 and 509 of the Indian Penal Code, 1860 (for short, "IPC"), on the basis of the Complaint lodged by the Petitioner No.2 and the consequent G.R. Case No.155 of 2024 before the Court of the Chief Judicial Magistrate, at Gangtok.

2. It is submitted by Learned Counsel for both Petitioners that, on completion of investigation, Charge-Sheet was submitted by the Investigating Officer before the Court of the Chief Judicial Magistrate, at Gangtok, who registered it as GR Case No.155 of 2024 (*State of Sikkim vs. Devendra Sharma*) and took cognizance of the offences against the Petitioner No.1 on 02-09-2024 under the aforementioned Sections. Charges have been framed against the

Petitioner No.1 under Sections 354-B, 354-D, 323, 341 and 509 of the IPC, against which the Petitioner No.1 entered a plea of "not guilty" and claimed trial. During the pendency of the GR Case before the said Magisterial Court, on 11-08-2025 the Petitioners voluntarily and without any duress, settled their dispute amicably and executed a Compromise Deed on the same date. The Petitioner No.2 declared therein that, she did not seek to further prosecute the Petitioner No.1 in any manner, on the disputed issue, which had giving rise to the FIR. The Petitioner No.2 had of her own volition, agreed to compromise the matter as over the years she shared cordial relations with the Petitioner No.1 and his mother, and did not want it to deteriorate into an acrimonious relationship. That, in view of the above circumstances, this Court may quash the FIR and also the GR Case pending disposal before the Court of the Chief Judicial Magistrate, Gangtok. The Compromise Deed is supported by an Affidavit sworn by the Petitioner No.2. To buttress his submissions, reliance was placed on ***Shiji alias Pappu and Others* vs. *Radhika and Another*¹**; ***Gian Singh* vs. *State of Punjab and Another*²**; ***Yogendra Yadav and Others* vs. *State of Jharkhand and Another*³**; ***Pema Chultim Bhutia and Others* vs. *State of Sikkim*⁴**; ***Tshwang Norbu Sherpa and Others* vs. *State of Sikkim*⁵**; ***Mithun Sah and Others* vs. *State of Sikkim*⁶**; and ***Nilu Thapa and Another* vs. *State of Sikkim*⁷**.

3. Learned Public Prosecutor while drawing the attention of this Court to the Compromise Deed alleged to have been effected between the parties, expressed the concern that, the Deed of

¹ (2011) 10 SCC 705

² (2012) 10 SCC 303

³ (2014) 9 SCC 653

⁴ 2022 SCC OnLine Sikk 8

⁵ 2015 SCC OnLine Sikk 49

⁶ 2017 SCC Online Sikk 79

⁷ 2020 SCC OnLine Sikk 8

Compromise only casts a burden on the Petitioner No.2 who is the First Party in the said Deed while the Petitioner No.1 apparently has no responsibility in giving a quietus to the issue. That, the compromise in all probability appears to have been entered into under duress and threat to the Petitioner No.2 and hence, he submits that the circumstances of the compromise being suspicious, the instant Petition deserves to be dismissed.

4. Opposing arguments of Learned Counsel were heard at length and given due consideration. I have also carefully perused the pleadings.

5. As pointed out by Learned Public Prosecutor, it appears that the Compromise Deed is indeed lopsided with all responsibility foisted on the Petitioner No.2 to ensure that the conditions mentioned therein are only complied with by her. No responsibility vests on the Petitioner No.1 in terms of the Compromise Deed. The First Party in the Compromise Deed is the Petitioner No.2 herein (Complainant) and the Second Party is the Petitioner No.1 herein (Accused). The relevant portions of the Compromise Deed, dated 11-08-2025, are extracted hereinbelow;

“.....

1. That, the FIRST PARTY shall withdraw his (sic) FIR, bearing Ranipool P.S. Case FIR no.08 of 2023, dated 18.04.2023 and the FIRST (sic) PARTY shall not further prosecute the SECOND PARTY in any manner, in consequence of execution of this instant “Deed of Compromise”.
2. That, the FIRST PARTY shall not make any claim against the SECOND PARTY, if any arising out of the Ranipool P.S. Case FIR no.08 of 2023, dated 18.04.2023 against the SECOND PARTY and GR case no.155/2024 pending before the Court of Chief Judicial Magistrate, East Sikkim at Gangtok.
3. The FIRST PARTY shall personally appear before the Court of Ld. Chief Judicial Magistrate, East Sikkim at Gangtok, on the required date to personally declare that she has no claims with the SECOND PARTY and further had amicably

settled the dispute/grievances and would like to withdraw their complaint registered as Ranipool P.S. Case FIR no.08 of 2023 with the SECOND PARTY as she do not want to prosecute the SECOND PARTY any further in the GR Case no.155 of 2024.

4. That, both the parties shall personally appear on the required date before the Hon'ble High Court of Sikkim at Gangtok to make the prayer for the quashing of the Ranipool PS FIR no. 08 of 2023 and also the GR Case no. 155 of 2024 which is pending before the Hon'ble CJM, East Sikkim at Gangtok in the light of the amicable settlement of every grievances and disputes among the parties.
5. That, it was further voluntarily agreed by the FIRTS (sic) PARTY herein that she had executed the instant deed with her free will and consent and do not (sic) want to further prosecute the SECOND PARTY before any authority/Court of law with the allegation if any arising out of the FIR no.08/2023 of the Ranipool Police Station and would like to withdraw the same.

.....”

6. It is now settled law that exercise of powers under Section 582 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (hereinafter, the “BNSS”), is an exception and not the rule. Under this provision, the High Court has inherent powers to issue such orders as are necessary to give effect to any order under the Code or to prevent the abuse of the process of any Court or otherwise to secure the ends of justice.

7. The Supreme Court in **Dr. Dhruvaram Murlidhar Sonar vs. State of Maharashtra and Others**⁸ while discussing the provision of Section 482 of the Code of Criminal Procedure, 1973 (now Section 528 of the BNSS) observed that the expressions “abuse of process of law” or “to secure the ends of justice” do not confer unlimited jurisdiction on the High Court and the alleged abuse of process of law or the ends of justice could only be secured in accordance with law, including procedural law and not otherwise.

⁸ (2019) 18 SCC 191

8. At this juncture, it is essential to emphasise that for quashing the proceedings, as prayed in the instant Petition, meticulous analysis of the facts of taking cognizance of an offence by the Magistrate is not essential. Appreciation of evidence is also not permissible while exercising such inherent powers. However, if the allegations set out in the Complaint did not constitute the offences for which cognizance has been taken, it is open to the High Court to quash the same in exercise of the inherent powers.

9. In the FIR, dated 18-04-2023, the Petitioner No.2 has alleged that the Petitioner No.1 had violated the Agreement settled with reference to the GD No. (02) on the very next date, i.e., 18-04-2023, at around 08.15 a.m. According to her, as she was leaving for School, he stalked her midway and followed her till her rented room. He then dragged her and assaulted her by pulling and dragging her by her hair down the stairs, on account of which she bled and sustained cuts all over her head. He also threatened all persons who came to her aid, however as one Police personnel was passing by, he came to assist her. The Petitioner No.1, abused the Police personnel and threatened him and took away the phone of the Petitioner No.2. She sought strict action against him.

10. The FIR thus reflects that there was an earlier settlement pertaining to some dispute between the Petitioner No.1 and Petitioner No.2, which has not been revealed in the records of the case. Thereafter, he assaulted her on 18-04-2023, in apparent violation of the Agreement after which she lodged the FIR.

11. On the anvil of the Complaint, the Deed of Compromise executed between the parties, of which the relevant portion is extracted above, reveals with clarity that the compromise is one sided and fails to do justice to the word "Compromise". It is

reiterated that, the Compromise Deed casts the entire burden on the First Party, i.e., the Petitioner No.2, to keep the peace and to ensure that no Complaint is ever lodged against the Petitioner No.1, with no assurance from Petitioner No.1 that he would in future restrain himself and not repeat such acts as alleged in the FIR.

12. In *State of Haryana and Others* vs. *Bhajan Lal and Others*⁹ the Supreme Court held that;

"103. We also give a note of caution to the effect that the power of quashing a criminal proceeding should be exercised very sparingly and with circumspection and that too in the rarest of rare cases; that the court will not be justified in embarking upon an enquiry as to the reliability or genuineness or otherwise of the allegations made in the FIR or the complaint and that the extraordinary or inherent powers do not confer an arbitrary jurisdiction on the court to act according to its whim or caprice."

13. In view of the foregoing discussions, I am sceptical of the circumstances under which the Deed of Compromise was entered into between the Petitioners. From a reading of the said Deed, I am not convinced that the Petitioner No.2 arrived at the conditions set out therein of her own volition. From the language employed it cannot be ruled out that duress and threats were held out to the Petitioner No.2 by the Petitioner No.1 in the making of the Compromise Deed.

14. Consequently, I am not inclined to grant the prayers for quashing of the FIR and the resultant GR Case before the Chief Judicial Magistrate.

15. Crl.M.C. stands dismissed and disposed of accordingly.

(Meenakshi Madan Rai)
Judge
04-09-2025

ds/sdl
Approved for reporting : **Yes**

⁹ 1992 Supp (1) SCC 335