



Serial No.04
Regular List

HIGH COURT OF MEGHALAYA
AT SHILLONG

Crl. Petn. No. 11 of 2025

Date of Order: 04.06.2025

Shri. Saldoni Sawkmie
Son of Shri Iron Kharbuli,
Resident of Mawriphi (A),
East Khasi Hills District,
Meghalaya.

Vs. 1.State of Meghalaya, Represented
by the Secretary to the Government
of Meghalaya, Home (Police)
Department.

2. Smti. Riper Dohtdong,
Daughter of Smti Driah Dohtdong,
Resident of Mawripih (A),
East Khasi Hills District,
Meghalaya.

3.Smti Dwe Khyllait,
Daughter of (L) Phrina Khyllait,
Resident of Mawripih (A),
East Khasi Hills District,
Meghalaya.

4.Smti Drailin Kharkrang,
Daughter of (L) Plen Kharkrang,
Resident of Mawripih (A),
East Khasi Hills District,
Meghalaya.

5.Shri Esoi Dohtdong,
Son of Smti Thniah Dohtdong,
Resident of Mawripih (A),
East Khasi Hills District,
Meghalaya.

6. Smti Traimidiar Pathaw,
Daughter of (L) Jwop Pathaw,
Resident of Mawripih (A),
East Khasi Hills District,



Meghalaya.

7. Shri Hekmud Mawlong,
Son of (L) Apmon dohtdong,
Resident of Mawripih (A),
East Khasi Hills District,
Meghalaya.

8. Smti Sloril Dohtdong,
Daughter of (L) Trip Dohtdong,
Resident of Mawripih (A),
East Khasi Hills District,
Meghalaya.

9. Smti Kilin dohtdong,
Daughter of Smti Sloril Dohtdong,
Resident of Mawripih (A),
East Khasi Hills District,
Meghalaya.

10. Smti Treiminot Pathaw,
Daughter of (L) Jwop Pathaw,
Resident of Mawripih (A),
East Khasi Hills District,
Meghalaya.

11. Shri Keror Nongrant,
Son of (L) Robert Syrnah,
Resident of Mawripih (A),
East Khasi Hills District,
Meghalaya.

.....Petitioner.

.....Respondents.

Coram:

Hon'ble Mr. Justice B. Bhattacharjee, Judge

**Appearance:**

For the Petitioner/Appellant(s) : Ms. I. M. Lyngdoh, Adv.
For the Respondent(s) : Mr. N. Syngkon, Asst. PP with
Mr. J. N. Rynjah, GA. (R: 1)
Ms. Z.S.L. Synrem, Adv.(R: 2 -11)

ORAL:-

Heard Ms. I. M. Lyngdoh, learned Counsel appearing for the petitioner, Mr. N. Syngkon, learned Asst. PP for the respondent No.1 and Ms. Z.S.L. Synrem, learned Counsel appearing for the respondents No.2 – 11.

1. By this application, the petitioner has prayed for quashing of the GR Case No. 217(A) of 2015 pending in the Court of Magistrate First Class, East Khasi Hills, Shillong under Section 7 of the Essential Commodities Act, 1955 on the basis of the Compromise Deed dated 03-10-2024 entered into between the petitioner and the respondents No.2 – 11.

2. The fact of the case is that the FIR dated 23-02-2015 was lodged against the petitioner by the respondents No.2 – 11 along with 3 others alleging that they did not receive the PDS supply/ration for the last 13 months because the dealer of Mawripih village refused to supply the same on the pretext of a decision taken by the village committee. It is stated that the 3 others, who joined the respondents No.2 – 11 as complainants in filing the FIR, have passed away before the institution of the present case. The said FIR was registered as Laban PS Case No. 20 (3) of 2015 under Section 7 of the Essential Commodities Act, 1955 and the matter was investigated into. On the completion of the investigation, the case was charge-sheeted vide charge-sheet No. 25 of 2015 and presently pending



before the Court of the Judicial Magistrate First Class, Shillong in GR Case No. 217 (A) of 2015.

3. The learned Counsel for the petitioner submits that during the pendency of the trial, the petitioner and the respondents No.2 – 11 have amicably settled the matter by a Compromise Deed dated 03-10-2024. She submits that since the matter has been compromised, no meaningful purpose will be served by allowing the continuation of the trial. It is further submitted that the allegations made in the complaint is purely private in nature having no bearing on the law and order situation of the State. The learned Counsel submits that since the offence involved in the matter is a non-compoundable offence, the petitioner has no other option but to approach this Court seeking quashing of the entire proceeding of the GR Case No. 217 (A) of 2015. The learned Counsel places reliance on the decision of the Apex Court in *Gyan Singh Versus State of Punjab and Another*, (2013) 10 SCC 303 and also the decision of this High Court in *Pynshailang Nongspung Versus State of Meghalaya and Another*, 2023 SCC OnLine Megh 142 to impress upon the Court that the jurisdiction under Section 482 Cr.PC/ Section 528 BNSS Act can be invoked to quash criminal proceeding on the basis of settlement between the parties involved in the matter. The learned Counsel submits that the Compromise Deed dated 03-10-2024 has been executed voluntarily without any undue interference and prays that the proceeding of the GR Case No. 217(A) of 2015 be quashed.

4. Mr. N. Syngkon, learned Asst. PP for the respondent No.1 submits that since the dispute in the FIR relates to the parties concerned and is purely private in nature, the State has no objection to the prayer made by the petitioner.



5. Ms. Z.S.L. Synrem, learned Counsel for the respondents No.2 – 11 supports the prayer made on behalf of the petitioner and also acknowledges that a compromise/settlement has indeed been arrived at by the parties in this matter. She further submits that the respondents No.2 – 11 are not interested to pursue the matter any more and will not have any objection if the proceeding before the Trial Court is closed on the basis of the Compromise Deed dated 03-10-2024.

6. Upon hearing the learned Counsel appearing for the parties and on perusal of the materials on record, it appears that due to non-receipt of PDS supply/ration, the FIR dated 23-02-2015 was lodged by the respondent No. 2-11 against the petitioner. The Laban PS Case No. 20 (3) of 2015 under Section 7 of the Essential Commodities Act, 1955 was registered on the basis of the said FIR and upon completion of the investigation, the matter was chargesheeted against the petitioner and is now pending trial. It transpires that the matter was amicably settled by the parties and the Compromise Deed Dated 03-10-2024 was executed by the petitioner on the one part and the respondents No.2 – 11 on the other part laying down the terms and conditions of the compromise. It further appears from the materials on record that the parties involved are well-known to each other and are residents of the same village i.e. Mawripih, East Khasi Hills District. The content of the Compromise Deed further crystalizes that the FIR dated 23-02-2015 was lodged due to some misunderstanding, which now stands clarified between the parties. It further appears that the parties do not have any grievance against each other and the petitioner has undertaken to supply ration on regular basis to the private respondents without any undue interruption. It is, therefore, clear that the compromise could help the parties to strengthen their relationship and would help the existence of cordial atmosphere in the locality.



7. The decisions of the Apex Court in *Gyan Singh (supra)* and in *Pynshailang Nongspung* make it clear that inherent power of the High Court in quashing the criminal proceeding can be exercised on the basis of compromise/settlement entered into between the parties found to be genuine and no public element is involved in the matter. In the present case, the allegation made in the FIR appears to be specifically confined to the petitioner and the private respondents No.2 – 11 only and none others.

8. Having regard to the fact that the dispute regarding the FIR and charge-sheet has been settled between the petitioner and the private respondents No.2 – 11 voluntarily out of their own free will and the settlement/compromise is aimed at boosting cordial and peaceful relationship between the parties, this Court deems it fit and appropriate to allow the prayer made by the petitioner in this Criminal petition.

9. Resultantly, the further proceeding of G.R. Case No. 217(A) of 2015 under Section 7 of the Essential Commodities Act, 1955 pending before the Court of Magistrate First Class, East Khasi Hills, Shillong stands quashed.

10. The criminal petition stands allowed.

Judge

Meghalaya
04.06.2025
“Biswarup PS”