

Court No. - 86

Case :- APPLICATION U/S 482 No. - 38682 of 2023

Applicant :- Ravi Verma And 2 Others

Opposite Party :- State of U.P. and Another

Counsel for Applicant :- Shivakant

Counsel for Opposite Party :- G.A.,Naveen Tiwari

Hon'ble Rajiv Gupta,J.

1. Short counter affidavit, filed on behalf of opposite party no.2 today in Court, is taken on record.
2. Heard learned counsel for the applicants, learned AGA for the State, Shri Naveen Tiwari, learned counsel for the opposite party no.2 and perused the record.
3. Learned counsel for the applicants has submitted that on account of monetary discord, the instant criminal case was instituted against the applicants, however subsequently, with the intervention of respected members of both the family and the society, the parties have amicably and genuinely settled their all disputes and differences and now, they do not have any grievance against each other.
4. Learned counsel for the applicants has next drawn the attention of the Court to the settlement agreement dated 03.11.2023 drawn between the parties, a copy of which has been annexed as Annexure SA-1 to the supplementary affidavit.
5. Learned counsel for the applicants has next submitted that said compromise has been entered into between the parties without any coercion or undue influence.
6. Learned counsel for the applicants has also placed reliance upon the judgment passed by Hon'ble Apex Court in ***Criminal Appeal No. 1393 of 2011 (Ramawatar Vs. State of Madhya Pradesh.***
7. Learned counsel for the applicants has next submitted that in view of the said compromise made between the parties and law laid down by the Hon'ble Apex Court in the case of ***Ramgopal and Another Vs. State of M.P. reported in 2021 SCC Online SC 834***, the entire proceedings be quashed.
8. Learned counsel for the opposite party no.2 has also

appeared and has filed an affidavit on his behalf and in para 4 & 6 of the said affidavit, said compromise has been acknowledged. Further in para 7, it has been stated that Rs.75,000/-, which the opposite party no.2 has received as compensation from the Government, has been deposited by him in the appropriate head of the Social Welfare Department, receipt of which has been annexed as Annexure 1 to the short counter affidavit. Further in para 8, it has been stated that in view of the said compromise, opposite party no.2 has no objection, if the entire proceedings are quashed.

9. Learned AGA could not dispute the aforesaid facts.

10. This Court is not unmindful of the judgements of the Hon'ble Apex Court in the cases of:-

(i). B.S. Joshi and others Vs. State of Haryana and another, (2003) 4 SCC 675.

(ii). Nikhil Merchant Vs. Central Bureau of Investigation, (2008) 9 SCC 677.

(iii). Manoj Sharma Vs. State and others, (2008) 16 SCC 1.

(iv). Gian Singh Vs. State of Punjab, (2012) 10 SCC 303.

(v). Narindra Singh and others Vs. State of Punjab, (2014) 6 SCC 466.

11. Wherein Hon'ble Apex Court has categorically held that compromise can be made between the parties even in respect of certain cognizable and non-compoundable offences. Reference may also be made to the decision given by this Court in **Shaifullah and others Vs. State of U.P. and another [2013 (83) ACC 278]**, in which, law expounded by Hon'ble Apex Court in the aforesaid cases has been explained in detail.

12. Considering the facts and circumstances of the case, as noted herein above, and also the submissions made by learned counsel for the parties, this Court is of the considered opinion that no useful purpose would be served by prolonging the proceedings of the present case.

13. Accordingly, the entire proceedings of Special Trial No. 549 of 2023 (State Vs. Ravi Verma and Others), arising out of Case Crime No. 50 of 2022, under Sections 406, 419, 420, 504, 506 IPC and Section 3(1)(Da), 3(1)(Dha), 3(2)5Ka of SC/ST Act, Police Station Jafarganj, District Fatehpur, pending in the court of Special Judge (SC/ST Act)/ Additional

Sessions Judge, Fatehpur, are hereby quashed.

14. This application under Section 482 CrPC is accordingly **allowed.**

Order Date :- 11.12.2023

Nadim