

Court No. - 11

Case :- APPLICATION U/S 482 No. - 10501 of 2023

Applicant :- Rinku Alias Rampal And 2 Others

Opposite Party :- State Of U.P. Thru. Prin. Secy. Home,
Lucknow And 2 Others

Counsel for Applicant :- Sachida Nand,Jyoti Rajpoot,Km.
Deepa

Counsel for Opposite Party :- G.A.,Manoj Kumar
Nishad,Pradeep Kumar Shukla

Hon'ble Saurabh Lavania,J.

Heard learned counsel for the applicants, learned AGA for the State of U.P. and gone through the record.

The present application under Section 482 Cr.P.C. has been filed to quash the summoning order dated 09.06.2023, charge sheet as well as proceedings of the Case No. 11562/2023 (State vs. Rinku @ Rampal) related to Case Crime No. 159/2023, under Sections 498-A, 323, 504, 506 IPC and 3/4 D.P. Act, Police Station Mankapur, District Gonda, which is pending before Special ACJM Ist, Lucknow.

Learned counsel for the applicants submitted that earlier, Criminal Misc. Writ Petition No. 2988 of 2023 was filed and the matter was referred for mediation vide order dated 19.04.2023 and ultimately, parties entered into settlement agreement before Mediation Centre on 21.09.2023. He next submitted that pursuant to said agreement, petitioner No. 1 (husband) and opposite party No. 3 (wife) proceeded to file divorce petition under Section 13B of the Hindu Marriage Act, 1955. He next submitted that in the light of settlement agreement entered into between the parties, the proceedings against the applicants may be quashed.

The terms and conditions of settlement agreement arrived at between the parties before Mediation and Conciliation Centre of this Court is reproduced hereunder:-

"This SETTLEMENT AGREEMENT entered into on 21.09.2023, between Rinku @ Rampal Nishad S/o Ram Kishor R/o Teliyadeeh, Post and Police Station- Captanganj, District-Basti [FIRST PARTY] and Smt. Rekha W/o Rampal, R/o Lidehna Grant, P. S.-Mankapur, District-Gonda [SECOND PARTY]

WHERE AS

1. Disputes and differences had arisen between the Parties here to and CRIMINAL MISC. WRIT PETITION No. 2988 of 2023 (Rinku alias Rampal Nishad And Others Vs. State of U. P. And Others), was filed before Hon'ble Allahabad High Court sitting at Lucknow.

2. The matter was referred to Mediation/Conciliation vide an order dated 19.04.2023 passed by the Bench comprising of Hon'ble Mrs. Justice Sangeeta Chandra and Hon'ble Mr. Justice Narendra Kumar Johari.

3. The parties agreed that Mr. Sanjay Singh, Advocate and Mr. Rajesh Tiwari, Advocate would act as their Mediators / Conciliators.

4. Several meetings were held during the process of Conciliation/Mediation and the parties have, with the assistance of the Mediators / Conciliators, voluntarily arrived at an amicable solution resolving the above mentioned disputes and differences.

5. The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement Agreement in the presence of the Mediator /Conciliator.

6. The following settlement has been arrived at between the Parties hereto :

A) That both the parties namely Rampal Nisahd (husband) and Rekha (wife) have mutually agreed to live separately and to dissolve their marriage. Accordingly the parties have filed a joint petition for divorce bearing Case No. 887 of 2023 U/S 13-B, Hindu Marriage Act, 1955 before Principal Judge, Family Court, Gonda. Both the parties herein undertake to appear before the concerned Court on the date(s) fixed and would make their earnest endeavour to obtain a decree of divorce in terms of this settlement agreement.

B) That the parties have agreed that the First Party shall pay a sum of Rs. 4,00,000/- (Four Lacs) to the Second Party towards one time full and final payment of all the claims of Second Party from First Party including the claim for permanent alimony.

C) That out of aforementioned amount Rs. 4,00,000/- (Four Lacs), a sum of Rs. 1,00,000/- (One Lac) has already been paid by the First Party to the Second Party vide a Demand Draft No.

000316 dated 17.08.2023. The Second Party acknowledges the receipt of the said payment.

D) The parties have agreed that out of balance amount Rs. 3,00,000/- (Three Lacs), Rs. 1,00,000/- (One Lac) would be paid by the First Party to the Second Party during pendency of Case No. 887 of 2023 U/S 13-B, Hindu Marriage Act, 1955 filed before Principal Judge, Family Court, Gonda and Rs. 2,00,000/- (Two Lacs) would be paid on the date of second motion i.e. date of final hearing in the Case No. 887 of 2023 U/S 13-B, Hindu Marriage Act, 1955 filed before Principal Judge, Family Court.

E) The parties have agreed that the First Party shall hand over the items/articles of Second Party within two months from today.

F) That the parties have agreed that they shall not be having any objection if the Hon'ble Court decides the CRIMINAL MISC. WRIT PETITION No. 2988 of 2023 (Rinku alias Rampal Nishad And Others Vs. State of U. P. And Others) arising out of FIR No. 159 of 2023 U/S 498-A, 323, 504, 506 IPC and 3/4 D. P. Act, P. S.- Mankapur, District-Gonda in terms of this settlement agreement.

G) That both the parties have agreed to withdraw/ not to pursue the cases filed against each other and their family members. The details of the cases are mentioned hereunder:

I. Case No. 190 of 2023 U/S 9 of Hindu Marriage Act, 1955 pending before Principal Judge, Family Court, Basti.

II. Case No. 298 of 2023 U/S 125 Cr. P. C. pending before Principal Judge, Family Court, Gonda.

H) In addition to the above mentioned case, if any other case(s) is pending between the parties, the same shall also be withdrawn by the respective parties in terms of this settlement.

I) That it is also agreed between the parties that neither they themselves nor any member of their respective families shall institute any malicious prosecution, in the form of any criminal or civil proceedings against each other, or any of their relative or family members, in future in respect to the present dispute or any matter incidental thereto and if any proceeding has already been initiated the same would stand disposed off in terms of this Settlement Agreement.

J) That both the parties have agreed to bound themselves by the

terms and conditions of this Settlement in strict sense. The Parties further agree that in case the Second Party fails to co-operate in the divorce proceedings, she shall return the money received by her to the First Party alongwith interest @9% p.a. with effect from the date of receipt of the amount and till the date of its actual payment to the Second Party. In case the First Party fails to attend and co-operate in the divorce case, the amount received by the Second Party from First Party shall not be returned by the Second Party and it will be open for the Second Party to reopen the case which would stand disposed off in terms of this Settlement Agreement by moving an appropriate application before competent Court/Forum.

7. By signing this agreement the parties hereto state that they have no further claims or demands against each other with respect to CRIMINAL MISC. WRIT PETITION No. 2988 of 2023 (Rinku alias Rampal Nishad And Others Vs. State of U. P. And Others) and all disputes and difference in this regard have been amicably settled by the parties hereto through the process of Conciliation/Mediation."

Learned counsel for the applicant has placed reliance on the judgments of the Apex Court in the case of **Romgopal and others Vs. State of Madhya Pradesh, 2022 (1) SCJ 536, Gian Singh Vs. State of Punjab [2012 10 SCC 303], Mohd. Ibrahim Vs. State of U.P., 2022 SCC Online ALL 106, Gold Quest International Ltd. Vs. State of Tamilnadu, 2014 (15) SCC 235, B.S. Joshi Vs. State of Haryana, 2003 (4) SCC 675, Jitendra Raghuvanshi Vs. Babita Raghuvanshi, 2013(4) SCC 58, Madhavarao Jiwajirao Scindia Vs. Sambhajirao Chandrojirao Angre, 1988 1 SCC 692, Nikhil Merchant Vs. C.B.I. and another, 2008(9) SCC 677, Manoj Sharma Vs. State and others, 2008(16) SCC 1, State of M.P. Vs. Laxmi Narayan and others, 2019(5) SCC 688, Narindra Singh and others Vs. State of Punjab and another, (2014) 6 SCC 466, Manoj Kumar and others Vs. State of U.P and others (2008) 8 SCC 781, Union Carbide Corporation and others Vs. Union of India and others (1991) 4 SCC 584, Manohar Lal Sharma Vs. Principal Secretary and others (2014) 2 SCC 532 and Supreme Court Bar Association Vs. Union of India (1998) 4 SCC 409.**

Learned Additional Government Advocate as also learned counsel appearing for the private opposite party could not dispute the fact that the settlement agreement dated 21.09.2023 has been arrived at between.

Considering the submissions advanced by learned counsel for the parties and perusing the settlement agreement dated

21.09.2023 arrived at between as also taking note of the observations made by Hon'ble Apex Court in the judgments, referred above, and the nature of dispute/crime, which is essentially a matrimonial dispute, this Court is of the view that no purpose would be served in keeping the proceedings pending before the trial court and hence, the summoning order dated 09.06.2023, charge sheet as well as proceedings of the Case No. 11562/2023 (State vs. Rinku @ Rampal) related to Case Crime No. 159/2023, under Sections 498-A, 323, 504, 506 IPC and 3/4 D.P. Act, Police Station Mankapur, District Gonda, which is pending before Special ACJM Ist, Lucknow, are hereby quashed in terms of settlement agreement dated 21.09.2023 arrived at between the parties.

Accordingly, the present application under Section 482 Cr.P.C. is ***allowed***.

Order Date :- 22.11.2023

Arun/-