

Court No. - 12

Case :- CRIMINAL REVISION No. - 1289 of 2023

Revisionist :- Suprotik Banerji

Opposite Party :- State Of U.P Thru. Prin. Secy. Home Lko. And 3 Others

Counsel for Revisionist :- Nandita Bharti

Counsel for Opposite Party :- G.A., Vikas Vikram Singh

Hon'ble Rajeev Singh,J.

1. Supplementary affidavit filed by learned counsel for revisionist is taken on record.
2. Heard learned counsel for the revisionist, learned counsel for private respondents as well as learned A.G.A. for the State and perused the record.
3. The present revision has been filed for summoning the records of Criminal Misc. Case No.929/2018 titled as (*Chandana Banerji and others vs Suprotik Banerji*) from the court of learned Additional Principal Judge, Family Court, Court No.4, Lucknow and for setting aside the impugned judgement & order dated 27.10.2023 passed in Case No. 929/2018.
4. On 13.12.2023 following order was passed:-
 - "1. Heard learned counsel for the revisionist as well as learned A.G.A. for the State.
 2. Better affidavits filed by learned counsel for the revisionist are taken on record.
 3. On 11.12.2023 following order was passed:-
 - "1. Learned counsel for the private respondents raises preliminary objection to the rejoinder affidavit filed in reply to the counter affidavit and submits that the same is not in accordance with the Rules.
 2. Learned counsel for the revisionist prays for one day's time to file fresh affidavit.
 3. Prayer made is allowed.
 4. List this case on 13.12.2023 at 11.30 a.m.
 5. On the next date, both the parties shall appear before this Court."
4. In pursuance of aforesaid order, parties are present today before this Court.

5. List this case tomorrow i.e. on 14.12.2023 at 11:30 A.M. along with application U/s 482 Cr.P.C. No. 116 of 2021.

6. On the next date, parties shall again appear in person before this Court."

5. In pursuance of aforesaid order, parties are present today before this Court.

6. Learned counsels for the parties jointly submit that marriage of Suprotik Banerji was solemnised with Chandana Banerji on 19.11.2001 and due some dispute between them, the impugned proceedings was initiated. It is further submitted that the parties settled their disputes amicably and a mutual settlement/agreement dated 14.12.2023 was signed by them (annexed as Annexure No. S.A.-1 with the supplementary affidavit filed in Crl. Revision No. 1289 of 2003). It is, thus, requested that the impugned proceeding may be quashed.

7. Learned A.G.A. opposes the prayer of revisionist but he does not dispute this fact that the impugned proceedings arose due to some matrimonial dispute. He does not dispute on the aforesaid mutual settlement/agreement.

8. Considering the submissions of learned counsel for the revisionist, learned counsel for the private respondents, learned A.G.A. and going through the contents of revision, supplementary affidavit as well as other relevant documents; it is evident from the record that the settlement/agreement dated 14.12.2023 was executed between the parties and differences have already been settled in the following manner:-

"1. The First Party shall receive a sum of Rs.64,00,000/- (Rupees Sixty Four Lakhs only) towards one time maintenance and alimony for her and her children from the Second Party payable in two Installments, the schedule of payment is being specified herein below:-

Schedule of Payment	Mode of Payment	Amount
1. At the time of quashing of proceedings of Case Crime No.429/2018 In Cri.	Cheque No. 000111 dated 14.12.2023 drawn on Kotak Bank, Branch Aashiyana,	Rs. 35,00,000/-

Misc. Case No. 116/2021 U/s 482 Cr.P.C.	Lko.	
2. At the time of passing of decree of mutual divorce by Family Court, Lucknow.	Cheque No. 000113 drawn on Kotak Bank Aashiyana, Branch Lucknow	Rs. 29,00,000/-
Total amount payable in two installments		Rs. 64,00,000/-

2. That it is mutually agreed that the second party shall make payment of the first installment of Rs.35,00,000/- to the first party on the day when the present compromise dated 14-12-2023 is taken on record and proceedings of Case Crime No.429/2018 U/S 323,427,498-A,504,506 IPC registered at P.S. Krishna Nagar District-Lucknow registered by the first party against the Second Party and Jaya Banerji, his brother's wife and U/S 323,354-B,427,498-A,504,506 IPC and 7/8 POSCO Act against Sutonu Banerji, younger brother of the first party, are quashed by the Hon'ble High Court in Cri. Misc. Case No. 116/2021 U/s 482 Cr.P.C, In light of the present compromise dated 14-12-2023.

3. That it is hereby agreed that since the chargesheet u/s 7/8 POCSO Act against Sutonu Banerji had been filed on the basis of allegations leveled by Shahana@ Shana Banerji, daughter of the parties, she has also given her consent for quashing of the proceedings of Case Crime No.429/2018 and her affidavit may be treated as part of the present agreement dated 14-12-2023.

4. That it is further agreed that the parties would file a copy of the compromise in Criminal Revision No 1289 of 2023 pending before the Hon'ble High Court and would jointly pray/file application before the Hon'ble Court for disposing of the Criminal Revision No.1289 of 2023 in light of the present agreement dated 14-12-2023 entered between the parties.

5. It is further agreed between the parties that the parties would file the 27 petition U/S 13 (1) (b) of Hindu Marriage Act for mutual divorce before the learned Principal Judge, Family Court, Lucknow within a week of the quashing of proceedings of the Case described in para-2 and 4 and it is agreed that the second party shall make the balance payment of Rs. 29,00,000/- through Cheque No. 00113 drawn on Kotak Bank, Ashiyana Branch, Lucknow, in the premises of the Family Court, Lucknow at the time of passing of the decree of mutual divorce in light of the present compromise agreement dated 14-12-2023.

6. That the Second party shall also hand over the Original Pass Books of the PPF Account No.36552303216 of Shahana Banerji (Account Balance- 3,68,414/- as on date) and PPF Account No.36552384730 of Shaan Banerji (Account Balance- 3,68,414/- as on date) on the date of decree of mutual divorce to the first party in Family Court compound alongwith the cheque of 29 lakhs as described in para-4 hereinabove.

7. That it is also agreed that the First party shall also withdraw the Complaint No.654/2017 filed by the first party against the second party and others U/S 12 of the Domestic Violence Act, pending before the court of learned ACJM-Vth Lucknow, within a week of signing of the present agreement.

8. That both the parties shall fully cooperate in passing of the decree of divorce and would remain present on the dates fixed by the court concerned in the case filed U/S 13 (1) (b) HMA before the Principal judge family court, Lucknow and would not seek any adjournment.

9. That it is also agreed between the parties that the First party shall transfer her shares (20%) in Coz Drugs Pvt. Ltd. in favour of the Second Party within a week of filing of suit for mutual divorce.

10. That it is agreed between the parties that if the either of the party commits breach of any covenant and/or stipulation in this agreement, the other party shall not be bound to observe and perform its part of obligations under the agreement.

11. That the legal expenses that would incur in withdrawal of the legal proceedings specified in the aforesaid Para-2 and 4 would be borne by the second party, the proceedings in para-7 by the first party and as regards case U/S 13 (1) (b) HMA specified in Para-5, the parties would bear their respective costs incurred in the said litigation.

12. That the parties have agreed that the aforesaid specified amount of Rs.64 Lakhs through cheques as specified above and approximately 7 lakhs in PPF Accounts (totaling to Rs. 71 lakhs) is being paid by the second party towards full and final settlement and that the first party and her children shall not raise any further claim from the second party and the parties would not institute any further proceedings criminal or civil or both against each other in future in respect of their marriage and the incidental matters thereto.

13. That the parties have agreed that they shall not interfere in the peaceful living of each other in future and will have no concern with each other."

9. In terms of aforesaid compromise; this Court is of the view that the present revision stands **allowed** and the impugned judgement & order dated 27.10.2023 passed in Case No. 929/2018 including entire proceedings thereof are hereby **quashed**.

10. The aforesaid compromise would be the part of the order.

11. Office is directed to communicate this order to the trial court, forthwith.

Order Date :- 14.12.2023

Arpan