

Court No. - 13

Case :- APPLICATION U/S 482 No. - 553 of 2024

Applicant :- Chandra Kant Shukla And 2 Others

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

Counsel for Applicant :- Kunwar Ravi Prakash, Amit Kumar Dixit

Counsel for Opposite Party :- G.A., Durga Prasad Singh, Vijayendra Prakash Tripathi

With

Case :- APPLICATION U/S 482 No. - 1746 of 2024

Applicant :- Ravi Kant Shukla

Opposite Party :- State Of U.P. Thru. Prin. Secy. Home Civil Sectt. Lko And Another

Counsel for Applicant :- Kunwar Ravi Prakash, Amit Kumar Dixit

Counsel for Opposite Party :- G.A., Durga Prasad Singh, Vijayendra Prakash Tripathi

Hon'ble Saurabh Lavania, J.

With the consent of the parties, both the application(s), indicated above, are being decided by means of this common judgment as in both the application(s) the Case Crime (FIR) No. is 506 of 2022.

Heard.

By means of APPLICATION U/S 482 No. 553 of 2024, the applicants have prayed following main reliefs:-

"Wherefore, it is most respectfully prayed that this Hon'ble Court may very graciously be pleased to quash impugned Cognizance order dated 04.07.2023 passed by Learned Judicial Magistrate- III District: Lucknow in Case No. 72619/2023; Case Crime (FIR) No. 506/2022; Under Section: 498-A/323/504/506 I.P.C. & 3/4 D.P. Act; Police Station: Sarojni Nagar; District: Lucknow (State of U.P. Vs. Ravi Kant Shukla and others) and along with impugned Charge Sheet which is annexed herewith as Annexure No. (01) and (02) to the petition, and further stated that quash all the consequential proceedings related to impugned Case."

By means of APPLICATION U/S 482 No. 1746 of 2024, the applicants have prayed following main reliefs:-

"Wherefore, it is most respectfully prayed that this Hon'ble Court may very graciously be pleased to quash impugned Cognizance order dated 04.07.2023 passed by Learned Judicial Magistrate- III District: Lucknow (Now Pending at A.C.J.M Court No. 32; Lucknow) in Case No. 72619/2023; Case Crime (F.I.R) No. 506/2022; Under Section: 498-A/323/504/506 I.P.C. & 3/4 D.P. Act; Police Station: Sarojni Nagar; District: Lucknow (State of U.P. Vs. Ravi Kant Shukla and others) and along with impugned Charge Sheet which is annexed herewith as Annexure No. (01) and (02) to the petition, and further stated that quash all the consequential proceedings related to impugned Case with regard to applicant."

Considering the facts of the case and the submissions made by the learned counsel for the applicants including the dispute between the parties and the offence against the applicants, this Court vide order dated 26.02.2024 passed in APPLICATION U/S 482 No. 1746 of 2024 referred the matter to the Mediation and Conciliation Centre of this Court, for amicable settlement between the parties.

In compliance of order of this Court dated 26.02.2024, the Mediation and Conciliation Centre of this Court alongwith settlement agreement dated 19.07.2024 has submitted its report, which has been annexed as 'Annexure- E', wherein it has been mentioned that the parties were present and they have admitted that they have entered into an agreement voluntarily and their signatures have been verified by their respective counsels.

The relevant para of settlement agreement 19.07.2024 is extracted herein-under:-

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

A. That both the parties namely Ravi Kant Shukla (First Party/husband) and Pooja Tiwari (Second Party/wife) have mutually agreed to dissolve their marriage and to live separately in future and for the purpose of dissolution of their marriage the parties have filed a joint petition for divorce with mutual consent bearing Matrimonial Suit No. 2407 of 2024 U/S 13-B Hindu Marriage Act, 1955 before Principal Judge, Family Court, Lucknow.

B. That 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 at the earliest.

C. That the First Party has agreed to pay to the Second Party and the Second Party has agreed to receive from the First Party a total sum of Rs.6,50,000/- (Six Lacs Fifty Thousand only) towards one time full and final settlement of all the claims against First Party including the

claim for temporary/permanent alimony and maintenance. D. That both the parties have agreed that the aforesaid amount Rs.6,50,000/- (Six Lacs Fifty Thousand only) would be paid to the Second Party/wife in two installments. The first installment of Rs.3,25,000/- (Three Lacs Twenty Five Thousand only) will be paid by the First Party/husband to the Second Party/wife on the date of entering into settlement agreement before the Mediation and Conciliation Centre, Allahabad High Court, Lucknow and the second installment of Rs. 3,25,000/- (Three Lacs Twenty Five Thousand only) will be paid by the First Party/husband to the Second Party/wife at the time of second/final motion of the joint petition for divorce bearing Matrimonial Suit No. 2407 of 2024 U/S 13-B Hindu Marriage Act, 1955 before Principal Judge, Family Court, Lucknow in the shape of Demand Draft(s)

E. That the First Party has handed over a Demand Draft No.542425 dated 12.07.2024 amounting to Rs. 3,25,000/- (Three Lacs Twenty Five Thousand only) drawn on Bank of Baroda to the Second Party today ie. 19.07.2024 towards payment of aforesaid first installment.

F. That the Second Party has agreed that she shall not have any objection if the Hon'ble Court decides the APPLICATION U/s 482 No.1746 of 2024 (Ravi Kant Shukla Vs. State of U. P. & Another) and APPLICATION U/S 482 No. 553 of 2024 (Chandra Kant Shukla and 2 others Vs. State of U. P.) arising out of Case No. 72619/2023; Case Crime (F.I.R) No. 506/2022; Under Section: 498-A/323/504/506 I.P.C. & 3/4 D.P. Act, Police Station: Sarojni Nagar, District: Lucknow (State of U.P. Vs. Ravi Kant Shukla and others) pending in the Court of Learned Judicial Magistrate III District- Lucknow (Now Pending at A.C.J.M Court No. 32; Lucknow) in terms of this settlement agreement.

G. That the parties have agreed to withdraw/not press/not to pursue the case filed against each other and their family members. The details of the case is mentioned hereunder:

(a) Case No. 72619/2023; Case Crime (F.I.R) No. 506/2022; Under Section: 498-A/ 323/504/506 I.P.C. & 3/4 D.P. Act: Police Station: Sarojni Nagar: District: Lucknow (State of U.P. Vs. Ravi Kant Shukla and others) pending in the Court of Learned Judicial Magistrate- III District- Lucknow (Now Pending at A.C.J.M Court No. 32; Lucknow).

(b) APPLICATION U/S 482 No. 553 of 2024 (Chandra Kant Shukla and 2 others Vs. State of U. P.) pending before Allahabad High Court, Lucknow arising out of Case No. 72619/2023; Case Crime (F.I.R) No. 506/2022; Under Section: 498-A/ 323/504/506 I.P.C. & 3/4 D.P. Act; Police Station: Sarojni Nagar: District: Lucknow (State of U.P. Vs. Ravi Kant Shukla and others) pending in the Court of Learned Judicial Magistrate-III District- Lucknow (Now Pending at A.C.J.M Court No. 32; Lucknow).

(b) Case No.47551 of 2023 U/S 12 of D. V. Act pending in

H. In addition to above mentioned case, if any other case(s) is pending between the parties, both the parties shall not have any objection if the case(s) is disposed of by the Hon'ble Court in terms of this Settlement Agreement.

I. That it is also agreed between the parties that henceforth no case will be instituted by them against each other or any of their respective family members in future in the form of criminal or civil proceedings in respect of any dispute arising out of their marriage or any matter incidental thereto

J. That both the parties shall be bound by the terms and conditions of this Settlement in strict sense. In case of any default, the party committing the default shall be liable for playing fraud with the Court hence for contempt of the Court. The Second Party has agreed that in case she fails to cooperate in the divorce proceedings, she shall be bound to return to the First Party the entire money received by her from the First Party along with interest @ 9% p.a. with effect from the date of receipt of the amount/installment(s) and till the date of its actual payment to the First Party. The First Party has agreed that in case he fails to attend and cooperate in the divorce case, the amount received by the Second Party from the First Party shall not be returned by the Second Party and the Second Party shall be at liberty to reopen her case(s) decided by the Hon'ble Court in terms of this Settlement Agreement by moving an appropriate application before competent Court/Forum."

Considering the aforesaid as also the submissions made by learned Counsel for the parties as also the report of the Mediation and Conciliation Centre of this Court as also the observations made by Apex Court in the case of **Ramgopal 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 Chandojirao 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** as also the nature of dispute/crime, this Court is of the view that the applications are liable to be allowed and no useful purpose would be served by allowing the criminal proceedings to continue. Accordingly, application are **allowed**. Consequently, the entire proceedings arising

out of *FIR No./Case Crime No.*, quoted above, are hereby quashed qua the applicant(s) in terms of settlement agreement.

Office/Registry is directed to send the copy of this order to the court concerned through email/fax for necessary compliance.

Order Date :- 21.9.2024

Mohit Singh/-