

Court No. - 13

Case :- APPLICATION U/S 482 No. - 6939 of 2024

Applicant :- Rakesh Kumar Sharma

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

Counsel for Applicant :- Satya Prakash Mishra, Brijesh Kumar

Counsel for Opposite Party :- G.A., Kishan Kumar, Lavkush Kanauzia, Parashu Ram Kanaujia, Rajeev Kumar, Shravan Kumar

With

Case :- APPLICATION U/S 482 No. - 4506 of 2024

Applicant :- Smt. Preeti Azad

Opposite Party :- State Of U.P. Thru. Addl. Chief Secy. Home Deptt. Lko. And Another

Counsel for Applicant :- Parashu Ram Kanaujia, Rajeev Kumar

Counsel for Opposite Party :- G.A., Brijesh Kumar, Satya Prakash Mishra

Hon'ble Saurabh Lavania, J.

With the consent of the parties, the application(s) in issue are being decided by means of common judgment as the issues involved in both the application(s) are same.

Heard.

The APPLICATION U/S 482 No. 6939 of 2024 has been filed by the applicant with the following prayer:-

"To quash the entire criminal proceeding of criminal case No. 72925 of 2024 (State Vs. Rakesh Sharma) arising out from the charge-sheet No. 1/2024 filed in FIR No. 213 of 2023 under section 406, 420, I.P.C. at P.S. Hazaratganj District- Lucknow against the petitioner, upon which the summoning/cognizance order has been passed on 30.07.2024 by the learned court of Chief Judicial Magistrate, Lucknow and trial of the case is pending before him and also to stay the entire proceeding of criminal case No 72925 of 2024 (State Vs. Rakesh Sharma) arising out from the charge- sheet No. 1/2024 filed in FIR No. 213 of 2023 under section 406, 420, I.P.C. at P.S. Hazaratganj District-Lucknow against the petitioner, upon which the summoning/cognizance order has been passed on 30.07.2024 by the learned court of Chief Judicial Magistrate, Lucknow and trial of the case is pending before him during the pendency of the aforesaid case."

The APPLICATION U/S 482 No. 4506 of 2024 has been filed by the applicant with the following prayer:-

"To quash the charge sheet No. 01, dated 20.01.2024 filed in the Case No. 28896/2024 Case Crime No: 415/2023 registered under section 406,420 IPC at Police Station Gomti Nagar, Lucknow, as well as the summoning order dated 14.03.2024 passed by the Court of Learned Chief Judicial Magistrate, Lucknow which is attached in this application as Annexure no 1 & 2."

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 06.08.2024 passed in APPLICATION U/S 482 No. 6939 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 06.08.2024, the Mediation and Conciliation Centre of this Court alongwith settlement agreement dated 29.08.2024 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 29.08.2024 is extracted herein-under:

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

"A. That the parties have agreed that the First Party shall pay a sum of Rs.3,00,000/-(Rupees Three Lacs only) to the Second Party towards one time full and final settlement of all the claims of the Second Party against the First Party with regard to Complaint Case No. 72925 of 2024 arising out of FIR No.213 of 2023 U/S-406, 420 IPC, Police Station-Hazratganj, District-Lucknow which was consequence of dispute arisen out of money transaction.

B. That in compliance of Hon'ble Court's order dated 06.08.2024 passed in APPLICATION U/s 482 No.6939 of 2024 (Rakesh Kumar Sharma Vs. State of U. P. & Another) the First Party has deposited a total sum of Rs. 3,00,000/-(Rupees Three Lacs only) before the Mediation and Conciliation Centre, Lucknow vide two Demand Drafts bearing D. D. No.0605603 amounting to Rs. 1,00,000/- (Rupees One Lac only) drawn on SBI and vide D. D. No.648520 amounting to Rs. 2,00,000/-(Rupees Two Lacs only) drawn on SBI. The Second Party has agreed for adjustment of said deposited amount of Rs.3,00,000/-(Rupees Three Lacs only)towards the aforementioned one time full and final settlement amount. The First Party has agreed that he shall have no objection if the amount of Rs.2,00,000/-(Rupees Two Lacs only) deposited by the First Party in compliance of Hon'ble Court's order dated 06.08.2024 is also released by the Hon'ble Court in

favour of the Second Party.

C. That the Second Party has agreed that after the aforesaid payment of Rs.3,00,000/-(Rupees Three Lacs only), there shall remain no dispute and claim of the Second Party against the First Party with regard the present dispute and all the dispute and claims between the parties stands settled in terms of this settlement agreement.

D. That the Second Party has agreed that she will not have any objection if the Hon'ble Court quashes the Complaint Case No.72925 of 2024 arising out of FIR No.213 of 2023 U/S-406, 420 IPC, Police Station-Hazratganj, District-Lucknow and decides the APPLICATION U/s 482 No.6939 of 2024 (Rakesh Kumar Sharma Vs. State of U. P. & Another) in terms of this settlement agreement.

E. That the First Party has agreed that he will not have any objection if the Hon'ble Court quashes the Case Crime No.415 of 2023 U/S 406, 420 IPC, P. S.- Gomti Nagar, Lucknow and decides the APPLICATION U/s 482 No.4506 of 2024 (Preeti Azad Vs. State of U. P. & Another) in terms of this settlement agreement.

F. The parties have agreed that apart from mentioned case, if any other case(s) civil or criminal is pending or filed in future between the parties or their agents/representatives/successors as regard to the present dispute, both the parties shall get the same disposed off in terms of this Settlement Agreement.

G. 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 present dispute or any matter incidental thereto.

H. That both the parties shall be bound by the terms and conditions of this Settlement Agreement in strict sense. In case of any default, the party committing default shall be liable for playing fraud with the Court, hence for contempt of the Court."

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 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 as also the nature of dispute/crime, this Court is of the view that the present application is liable to be allowed as chances of ultimate conviction are extremely bleak and hence no useful purpose would be served by allowing the criminal proceedings to continue. Accordingly, the application(s) are ***allowed***. Consequently, the entire proceedings arising out of *FIR No.213 of 2023 and Case Crime No.415 of 2023*, quoted above, are hereby quashed qua the applicant(s) in terms of settlement agreement.

In regard to the amount i.e. Rs. 3,00,000/- (Rupees Three Lacs only) indicated in para 6 of settlement agreement dated 29.08.2024, quoted above, it is provided that if the same has not been provided to the second party to the settlement agreement namely Smt. Preeti Azad W/o Shri Azad Bhadur till date, the same shall be provided forthwith.

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

Order Date :- 18.9.2024

Mohit Singh/-