

Court No. - 12

Case :- APPLICATION U/S 482 No. - 10767 of 2024

Applicant :- Dinesh Kannaoujia And Another

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

Counsel for Applicant :- Vivek Kumar Singh, Priya Singh

Counsel for Opposite Party :- G.A.

Hon'ble Saurabh Lavania, J.

Heard.

Instant application has been preferred by the applicants for the following main relief:-

"Wherefore, it is most respectfully prayed that this Hon'ble Court may graciously be pleased to quash the impugned summoning order dated 19.04.2017 passed by J.M. 3rd, Lucknow (Presently pending Before the Court of FTC Court no.-50) in Case no.-355/2017, Case Crime No.- 326/2016, under Section- 498A, 323, 504, 506 I.P.C & 3/4 D.P. Act, Police Station-Sarojani Nagar, District-Lucknow "State versus Dinesh Kannaoujia" along with the charge Sheet dated 04.02.2017, contained in Annexure No. 1 & 2 to this application and prevent the abuse the process of Court in order to secure the end of justice."

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 25.01.2024 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 25.01.2024, the Mediation and Conciliation Centre of this Court alongwith Settlement Agreement dated 14.11.2024 has submitted its report, which has been annexed as 'Annexure-D', 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 portion of the Settlement Agreement dated 14.11.2024 is extracted hereinunder:-

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

A. That both the parties mutually agreed to live separately in future. For the purpose of dissolution of their marriage the parties have agreed to accept the judgment/order and decree dated 06.02.2021

passed by the Family Court, Unnao in Matrimonial Case No.788 of 2019 U/S 13 of Hindu Marriage Act, 1955 as final between them.

B. That the First Party has agreed to withdraw the Application U/S ORDER IX Rule 13 C. P. C. pending before Family Court, Unnao with respect to judgment/order and decree dated 06.02.2021 passed by the Family Court, Unnao in Matrimonial Case No.788 of 2019 U/S 13 of Hindu Marriage Act, 1955.

C. That the Second Party has agreed to pay to the First Party and the First Party has agreed to receive from the Second Party a total sum of Rs.5,00,000/-(Rupees Five Lacs only) towards one time full and final settlement of all the claims of the First Party against The Second Party including the claim for temporary/permanent alimony and maintenance awarded in maintenance case U/S 125 Cr. P. C. by the Family Court, Lucknow. Accordingly the Second Party has handed over two Demand Draft to the First Party today, details of which are mentioned hereunder.

(I) D. D. No.004971 dated 08.10.2024 amounting to Rs.2,50,000/-(Rupees Two Lacs Fifty Thousand only) drawn on Bank of India, Branch-Mohan, Unnao.

(II) D. D. No.665932 dated 06.11.2024 amounting to Rs.2,50,000/-(Rupees Two Lacs Fifty Thousand only) drawn on State Bank of India Branch Code-18454.

D. That the parties have agreed to withdraw/not pursue the cases filed against each other and have further agreed to move appropriate application for the said purpose before the Court concerned. The details of the cases are mentioned hereinunder:

(I) Maintenance Case U/S 125 Cr. P. C. pending in/decided by Family Court, Lucknow.

(11) Criminal Case No.355 of 2017 arising out of Case Crime No.326 of 2016 U/ S 498A, 323, 504, 506 IPC and Section 3/4 D. P. Act, P. S.- Sarojini Nagar, Lucknow pending in the Court of F.T.C. Court No.50, Lucknow,

(III) Case No. 1603 of 2021 U/S 12 of D. V. Act, pending in the Court of Judicial Magistrate-III, Lucknow.

(IV) Case No.542 of 2019 U/S 147, 323, 504, 506 I.P.C., P. S. Hasanganj, Unnao pending in the Court of Additional Chief Judicial Magistrate, Court No.3, Unnao.

E. That the parties have agreed that they shall not have any objection if the Hon'ble Court decides the APPLICATION U/s 482 No.10855 of 2023 (Nirmala & Others Vs State of U. P. & Another) in terms of this settlement agreement.

F. 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.

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 marriage or any matter incidental thereto.

H. That the parties have agreed that their minor son namely Master Hardik (AADHAR No.472344142946) shall remain in the custody of First Party and the First Party has agreed to maintain the son without any monetary claim against the Second Party.

I. That the parties have agreed that the succession rights of their son Master Hardik, shall remain intact in the ancestral as well as self acquired property of the Second Party as per succession laws applicable to them.

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.

7. By Signing this Agreement the Parties hereto state that they have no further claims or demands against each other with respect to the matter involved in APPLICATION U/s 482 No. 10855 of 2023 (Nirmala & Others Vs State of U. P. & Another) and all disputes and differences in this regard have been amicably settled by the Parties hereto through the process of Conciliation/Mediation."

Considering the aforesaid as also the submissions made by learned Counsel for the parties 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, present application is **allowed**. Consequently, the entire proceedings arising out of FIR No./Case Crime No.-326/2016,quoted above, are hereby

quashed qua the applicant(s).

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

Order Date :- 29.11.2024

Vinay/-