

Court No. - 2

Case :- FIRST APPEAL No. - 237 of 2023

Appellant :- Amit Singh

Respondent :- State Of U.P. Thru. Prin. Secy. Home Civil
Sectr. Lko. And Another

Counsel for Appellant :- Ajai Kumar, Amandeep Singh, Vivek
Kumar Rai

Counsel for Respondent :- Anurag Kumar Singh

Hon'ble Rajan Roy, J.

Hon'ble Om Prakash Shukla, J.

Heard Sri Vivek Kumar Rai, learned counsel for the appellant/husband and Sri Anurag Kumar Singh, learned counsel for the respondent no.2/wife.

By means of this appeal under Section 19 of Family Court Act, 1984, challenge has been raised to the judgment and decree dated 06.11.2023 passed in R.S. No.337 of 2017 (Amit Singh Vs Yogita Singh) under Section 13 of Hindu Marriage Act, 1955, decreeing the petition of respondent no.2 for divorce and dissolving the marriage said to have been solemnized between the parties on 25.04.2014.

Matter was referred to mediation vide order dated 12.12.2023.

The mediation has been successful. Report of the mediators is on record. The settlement arrived at between the parties dated 07.02.2024 duly signed by the contesting parties, their counsels and the mediators is on record.

The said settlement/agreement is as under:-

"This SETTLEMENT AGREEMENT entered into on 07.02.2024, between Sri Amit Singh S/o Sri Shishpal Singh, R/o A-77, Sector-49, NOIDA, Gautam Buddh Nagar, Uttar Pradesh [FIRSTPARTY/HUSBAND] and Smt. Yogita Singh D/o Sri L. B. Singh, W/o Sri Amit Singh, R/o Omax Residence, Tulip-D, Flat No. 706, Sultanpur Road, Lucknow [SECOND PARTY/WIFE)

WHERE AS

1. Disputes and differences had arisen between the Parties here to and FIRST APPEAL NO.-237 of 2023 (Amit Singh Vs. State of U. P. And Another) was filed before Allahabad High Court at Lucknow.

2. The matter was referred to Mediation/Conciliation vide an order dated

30.01.2024 passed by the Bench comprising of Hon'ble Mr. Justice Attau Rahman Masoodi and Hon'ble Mr. Justice Brij Raj Singh.

3. The parties agreed that Ms. Appoli Srivastava, Advocate and Mr. Vidhu Bhushan Kalia Advocate would act as their Mediators/Conciliators.

4. Three meetings were held during the process of Conciliation/Mediation and the parties, with the assistance of the Mediator/ Conciliator, have voluntarily arrived at an amicable solution resolving all their dispute 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 Mediators/Conciliators and there is no coercion or undue influence on either of the parties of any kind whatsoever in arriving at this settlement agreement.

6. That both the parties namely Sri Amit Singh (husband) and Smt. Yogita Singh (wife) solemnized their marriage on 24.05.2014 in accordance with Hindu rites, rituals and customs.

7. That the parties have no issue from the marriage. Within few months of the marriage, serious difference arose between the First Party and the Second Party. The difference between the parties led to filing of several civil and criminal proceedings by both the parties against each other. The details of the cases are mentioned hereunder:

a) FIR against the First Party, bearing Case Crime No. 28 of 2015 U/SS 498- A, 406, 504, 506, IPC and Section 3/4 D. P. Act, P. S. Mahila Thana, District- Kanpur Nagar pending as Case No. 49386 of 2016 before Metropolitan Magistrate, Kanpur Nagar

b) Complaint Case No. 4216 of 2015 U/Ss 323, 504, 506 IPC, P. S.- Kotwali, District-Kanpur Nagar

c) Complaint Case No. 77 of 2016, Under Section 12 of the Protection of women from Domestic Violence Act, bearing (Yogita Singh Vs. Amit Singh and Others) pending at Kanpur Nagar filed on 01.03.2021

d) Case No. 2883 of 2015 Under Section 12 of the Protection of women from Domestic Violence Act (Yogita Singh Vs. Amit Singh) pending at Kanpur Nagar filed on 18.11.2015.

e) Criminal Misc. Case No. 1015 of 2015 U/S 125 Cr. P. C. (Yogita Singh Vs. Amit Singh) pending before Family Court, Kanpur Nagar.

f) Complaint Case No. 3506 of 2016 U/S 138 N. 1. Act (Yogita Singh Vs. Amit Singh) pending at Kanpur Nagar.

g) Case No. 4037 (78) 2016-2017 pending before U. P. Human Rights Commission, Lucknow.

h) Case Crime No. 371 of 2018 U/Ss 323, 504, 506 IPC, P. S.- Kaiserbagh, District-Lucknow lodged by the First Party against the Second Party

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

A. That both the parties are willfully preferring and giving their consent voluntarily without any force, coercion, fraud or undue influence to be separated and affirm dissolution of their marriage dated 24.05.2014 after withdrawing the allegations leveled against each other during litigation.

B. That both the parties agree that in FIR No. 206 of 2019 U/S 376D, 323, 506 IPC and 33(1) (X) SC/ST Act, P. S.- Nawabganj, District-Kanpur, the Second Party or any of her relative shall not give any statement or evidence of any kind against First Party & shall help in getting cases resolved/disposed off.

C. That the Second Party agrees that in case allegation and ground of cruelty taken against First Party in R. S. No. 337 of 2017 (Earlier No. 1177 of 2016) U/S 13 of Hindu Marriage Act, 1955 are dropped/set aside by the Hon'ble Court on an oral prayer made by the counsel of the First Party before the Hon'ble Court in FIRST APPEAL No.-237 of 2023 (Amit Singh Vs. State of U. P. And Another) to which the counsel of Second Party shall have no objections and shall not oppose this request.

D. That, in terms of this settlement agreement, both the parties have agreed to withdraw/not-press the cases filed against each other mentioned herein above at the points from **a)** to **h)** by moving appropriate applications before the concerned Courts.

E. In addition to above mentioned case, if any other case(s) is pending between the parties and their family members, the same shall also be withdrawn by the respective parties in terms of this Settlement Agreement.

F. That both the parties are self employed and as per the conditions agreed by both the parties by their own freewill, both the parties do not want any money in the form of monthly maintenance, one time alimony, or compensation from each other and they will not claim it in future.

G. That the First Party has agreed the he shall not have any objection if the amount of Rs. 40,000/- is released in favour of Second Party against the deposited Rs. 50,000/- in compliance of Hon'ble Court's order dated 12.12.2023 and the amount Rs. 50,000/- deposited in compliance of Hon'ble Court's order 30.01.2024 passed in FIRST APPEAL NO. 237 of 2023 (Amit Singh Vs. State of U. P. And Another) as the Second Party co-operated in the mediation proceedings.

H. That the parties agree and undertake to withdraw all the allegations against each other. The parties will have no claims, rights, title and/or interest to any property, qua movable or immovable of any nature whatsoever against each other, whether self-acquired or inherited, and relinquishes all claims, rights and/or interests, if any, against each other.

I. That the parties have agreed that they shall not interfere in the personal life/professional life/social life of each other by way of social sites/SMS/social media.

J. That both the parties have agreed that they shall have no communication with each other by any mode either through telephone or

by any other communication with each other and after decree of divorce, the First Party and the Second Party shall have liberty to marry and live their life as per their will.

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

L. 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 default shall be liable for playing fraud with the Court, hence liable for contempt of the Court and parties may proceed in accordance with law.

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 FIRST APPEAL NO-237 of 2023 (Amit Singh Vs. State of U. P. And Another) and all disputes and differences in this regard have been amicably settled by the Parties hereto through the process of Conciliation/Mediation."

As regards condition 'C' of this agreement, in view of the prayer made by the appellant's counsel and the counsel for respondent no.2, it is provided that none of the observations in the impugned judgment and decree shall be read against the appellant for any purpose.

As regards the condition no. 'B' the said FIR has been lodged by some third party, however, it is said that final report has been submitted therein. The respondent no.2 has agreed not to oppose the acceptance of final report but this shall not be treated as adverse to the rights, if any, of the informant of the said case as he is not a party to this agreement.

As regards rest of the cases between the parties the agreement has already been arrived at.

The parties have agreed that the appellant will not press this appeal meaning thereby the divorce decree remains as it is. Subject to the observations made here-in-above, the appeal is disposed of in terms of the agreement.

[Om Prakash Shukla,J.] [Rajan Roy,J.]

Order Date :- 6.5.2024

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