

Neutral Citation No. - 2025:AHC:52347-DB

A.F.R.

Reserved on : 11.03.2025

Delivered on : 10.04.2025

Case :- CRIMINAL MISC. WRIT PETITION No. - 16146 of 2024

Petitioner :- Sai Nageswar Satchidanand

Respondent :- State Of U.P. And 3 Others

Counsel for Petitioner :- Dheeraj Singh (Bohra),Sudeep Harkauli

Counsel for Respondent :- G.A.

Hon'ble Mahesh Chandra Tripathi,J.

Hon'ble Prashant Kumar,J.

1. Heard Shri Amit Saxena, learned Senior Advocate assisted by Shri Vaibhav, learned counsel for the petitioner, Ms. Ujjwal Gupta, respondent no. 4 (informant), in person and Shri Paritosh Kumar Malviya, learned AGA-I for the State respondents.

2. The instant writ petition is preferred under Article 226 of Constitution of India seeking following reliefs:-

“i. Issue a writ, order or direction in the nature of writ of certiorari for quashing the First Information Report dated 18.05.2023 registered as Case Crime No.358 of 2023 under Sections 501, 500, 384, 188, 171-F IPC and Section 67 I.T. Act, 2008, Police Station Firozabad North, District Firozabad (Annexure No.1 to this writ petition).

ii. Issue a writ, order or +direction in the nature of writ of mandamus commanding and give direction to the respondents to submit the progress report in Case Crime No.358 of 2023 under Sections 501, 500, 384, 188, 171-F, I.P.C. and 67 I.T. Act, 2008, Police Station Firozabad North, District Firozabad, which is pending against the petitioner.

iii. Issue a writ, order or direction in the nature of writ of mandamus commanding the respondents not to arrest the petitioners in Case Crime No.358 of 2023 under Sections 501, 500, 384, 188, 171-F, I.P.C. and 67 I.T. Act, 2008, Police Station Firozabad North, District Firozabad.

iv. Issue any other suitable writ, order or direction as this Hon’ble Court may deem fit and proper in the circumstances of the case.

v. Award the cost of the writ petition to the petitioners.”

3. During the pendency of the present writ petition, the respondent no.4 had filed Criminal Misc. Application No.Nil of 2025 under Section

379 of Bhartiya Nagarik Suraksha Sanhita, 2023¹ seeking direction to the Registrar of this Court to file a complaint against the petitioner and his counsel namely Dheeraj Singh Bohra in terms of Section 215 of BNSS, 2023 read with Section 379 of BNSS, 2023 before the learned Magistrate having jurisdiction for making false and misleading statements with dishonest suppression and concealment of material facts before this Court.

FACTUAL MATRIX OF THE CASE

4. A compendium of the controversy involved in the instant case is that the petitioner belongs to the State of Orissa. The marriage between the petitioner and the respondent no.4 (informant) was solemnized on 29.06.2020 according to Hindu rites and rituals and no child was born from the said wedlock. Since 20.07.2021 they were not able to live together as husband and wife due to their incompatibility of nature and temperamental differences. There was bleak chance and probability of their living together as husband and wife as their marital relation virtually came to an end w.e.f. 20.07.2021. Both have instituted multiple proceedings against each other, which are as follows:-

(i). The petitioner moved an application under Section 12 (1) (a) of Hindu Marriage Act, 1955² against the informant, which was registered as HMA No.426 of 2022 (Sai Nageswar Satchidanand vs. Ujjwal Gupta) seeking annulment of marriage and learned Additional Principal Judge-I, Family Court, Firozabad had dismissed the same. However, the petitioner also agreed to withdraw it completely.

(ii). The informant had lodged a Criminal Case against the petitioner and his family members, which was registered as Case Crime No.126 of 2023 under Sections 498-A, 323, 504 IPC and Section 3/4 of D.P. Act, Police Station Mahila Thana, District Firozabad. In the said matter, the charge sheet was forwarded to the competent court on 12.03.2022, which was challenged in Application U/S 482 No.24039 of 2023 (Sai Nageswar Satchidanand vs. State of UP and another). The matter was referred for mediation on 07.07.2023, wherein the parties have settled the matter vide settlement agreement dated 03.01.2024 and agreed to withdraw all civil and criminal cases filed against each other. Finally, after

1. BNSS, 2023

2. Act, 1955

perusing the report of the Mediation Centre, learned Single Judge had allowed the said application on 31.01.2024 and quashed the entire proceedings relating to the said case.

(iii). The informant had also filed a complaint against the petitioner and his family members under Section 12 of Protection of Women From Domestic Violence Act, 2005 (Case No.375 of 2022), which was pending consideration before the Court of learned Judicial Magistrate, Firozabad and later on, the same was withdrawn.

(iv). The informant had also filed an application under Section 125 Cr.P.C. against the petitioner, which was initially seized before learned Additional Principal Judge-II, Family Court, Firozabad and later on, the same was also withdrawn.

(v). The petitioner had lodged the first information report against the informant and her family members, which was registered as Case Crime No.0136 of 2022 under Sections 420, 504, 344, 323, 386 IPC, P.S. Firozabad North, District Firozabad. After investigation, the investigating officer had forwarded a final report to the competent court. Aggrieved by the final report, the petitioner filed a protest petition and the same was treated as a Complaint Case No.22703 of 2023. Later on, the same was also withdrawn.

(vi). The informant had lodged the FIR against the petitioner and some other persons, which was registered as Case Crime No.0358 of 2023, P.S. Firozabad North, District Firozabad under Sections 171-F, 188 384, 500, 501 IPC and Section 67 of IT (Amendment) Act, 2008 (the impugned FIR in the instant matter).

5. During the pendency of aforesaid cases, the petitioner filed an application U/S 482 No.24039 of 2023 before this Court wherein the learned Single Judge vide an order dated 07.07.2023 referred the matter for mediation. After various sittings, the parties decided for peaceful burial of their acrimonial relation and entered into a mutual settlement of all their disputes and also agreed to prefer an application under Section 13-B of the Act, 1955 for decree of divorce by mutual consent in terms of the conditions recorded in the final settlement agreement dated 03.01.2024, which was duly signed and executed between the parties. It would be apt to reproduce the relevant clauses of the settlement agreement dated 03.01.2024 as under:-

“5. The marriage of Sai Nageswar Satchidanand (Applicant-Husband) and Smt. Ujjawal Gupta (O.P. No.2-Wife) was solemnized on 29.06.2020, which was registered on August, 2020 before the Registrar Marriages. Out of aforesaid

wedlock, parties have no issue. The parties have been living separately since 20.07.2021.

6. The parties hereto confirm and declare that they have voluntarily and of their own free will arrive at this Settlement Agreement in the presence of the Mediators/Conciliators.

7. In view of the Interim Settlement Agreements dated 19.10.2023 and 06.12.2023. The following settlement has been arrived at between the parties hereto:-

(a) That the parties have already settled their dispute and decided to live separately and in this regard they have filed a petition U/S 13-B of the Hindu Marriage Act before the Principal Judge, Family Court, Firozabad and the same is registered as H.M.A. Petition No.1088 of 2023. The photocopy of the aforesaid divorce petition is being annexed to this settlement-agreement for kind perusal of this Hon'ble Court.

(b) That it has been agreed between the parties that the applicant-husband shall pay one time settlement amount of Rs.20,00,000/- (Rupees Twenty Lakh only) which includes permanent alimony and Stridhan of the wife by way of Demand Draft.

(c) That on 19.10.2023, the applicant-husband has produced a demand draft bearing No.504055 dated 16.10.2023 for Rs.10,10,000/- (Rupees Ten Lakhs only) drawn on ICICI Bank in favour of Ujjwal Gupta (wife) and the same has been handed over to the wife today i.e. 03.01.2024 and she has acknowledged the receipt of the same.

(d) That it has been agreed between the parties that the remaining amount i.e. Rs.10,00,000/- (Rupees Ten Lakhs only) shall be paid by Sai Nageswar Satchidanand (Applicant-Husband) to Smt. Ujjawal Gupta (O.P. No.2-wife) at the time of final judgement in H.M.A. Petition No.1088 of 2023 pending in the Court of Principal Judge, Family Court, Firozabad by way of demand draft.

(e) That in view of the para 7 (f) of the II interim Settlement dated 06.12.2023, the Applicant has produced the certified copy of the order of withdrawal passed by Chief Judicial Magistrate, Firozabad in Case No.22703/2023 filed U/S 420, 506, 344, 323, 386 IPC. The certified copy of the same is being annexed to this settlement-agreement for kind perusal of this Hon'ble Court.

(f) That as per the Para 7 (g) of the II interim Settlement dated 06.12.2023, the Applicant has produced the copy of the withdrawal Application in Case No.426/2022 filed under Section 12 (1) (a) of the Hindu Marriage Act. The certified copy of the same is being annexed to this settlement agreement for kind perusal of this Hon'ble Court.

(g) That in compliance of the Para 17 of the mutual divorce petition, the husband has prepared an affidavit and handed over the certified copy of the same to the O.P. No.2-wife and she has acknowledged the receipt of the same.

(h) That it has also been agreed between the parties that all civil and criminal cases, if any, filed by them against each other regarding present matrimonial dispute shall be withdrawn by the parties concerned by taking appropriate steps before the Court/authority concerned.

(i) That the parties will not file any fresh case against each other in respect of this matrimonial dispute. They have no claim against each other in future also.

(j) That it has been agreed between the parties that they shall not violate the terms and conditions of this settlement otherwise the aggrieved party will be free to take legal recourse.

8. By signing this Agreement the parties hereto state that the Application U/S 482 No.24039 of 2023 and all disputes and differences in this regard have been amicably settled by the parties hereto through the process of Conciliation/Mediation.”

6. Finally, the learned Single Judge taking note of the above settlement agreement had allowed the aforesaid application U/S 482 No.24039 of 2023 on 31.01.2024, and quashed the entire proceedings relating to the aforementioned case. Order dated 31.01.2024 is reproduced herein below:-

“Heard learned counsel for the applicants and learned A.G.A. for the State and perused the material on record.

The present application under Section 482 of the Code of Criminal Procedure has been filed for quashing the charge sheet dated 12.03.2022 in case crime no.126 of 2022 (State vs. Sai Nageswar Satchidanand) under section 498A, 323, 504 IPC Section 3/4 D.P. Act, P.S. Mahila Thana, District Firozabad pending in the court of Chief Judicial Magistrate, Firozabad.

Vide order dated 07.07.2023 the matter was referred for mediation. The report has submitted by the Mediation Centre. Parties have settled the matter in mediation vide settlement agreement dated 03.01.2024 which is annexed with the report of mediation centre. The applicant and opposite party no.2 are husband and wife and the dispute between them is matrimonial in nature. Parties have agreed to withdraw all civil and criminal cases filed against each other. Both the parties are agreed that in terms of the compromise the proceeding of case be terminated and the entire proceedings be quashed.

Matter is related to matrimonial dispute and both the parties have entered into amicable settlement. The fact of compromise has been confirmed and admitted by learned counsels for the parties.

A three-Judge Bench of the Supreme Court in *Gian Singh v. State of Punjab & another*, (2012) 10 SCC 303, has observed that: (SCC p.340, para 58)

"58. Where the High Court quashes a criminal proceeding having regard to the fact that the dispute between the offender and the victim has been settled although the offences are not compoundable, it does so as in its opinion, continuation of criminal proceedings will be an exercise in futility and justice in the case demands that the dispute between the parties is put to an end and peace is resorted; securing the ends of justice being the ultimate guiding factor."

Where matters are also of civil nature i.e. matrimonial, family disputes, etc. the Court may consider "special facts", "special feature" and quash the criminal proceeding to encourage genuine settlement of disputes between the parties.

[Vide: Madhavrao Jiwajirao Scindia v. Sambhajirao Chandraojirao Angre, (1988) 1 SCC 692].

Keeping in mind the position of law and facts, circumstances of the case, the present application under Section 482 of the Code stands allowed.

The entire proceedings relating to aforementioned case is hereby quashed.

The parties may file the copy of this order before the court concerned within two weeks from today.”

7. In terms of the settlement agreement dated 03.01.2024 both the parties had approached to learned Principal Judge, Family Court, Firozabad for an appropriate decree of divorce by mutual consent and moved an application under Section 13 (B) of the Act, 1955. As the parties have already settled their previous acrimonial relation initially in terms of the interim agreement dated 19.10.2023, which was followed by the second interim settlement agreement dated 06.12.2023 and these two interim settlements were crystallized into a final settlement agreement dated 03.01.2024.

7. In terms of the interim settlement agreement arrived at between the parties dated 19.10.2023, the petitioner agreed to pay total sum of Rs.20,00,000/- to the informant towards full and final settlement of all her claims qua maintenance, out of which a demand draft bearing No.504055 dated 16.10.2023 for Rs.10,10,000/- drawn on ICICI Bank in favour of informant, was produced by the petitioner on 19.10.2023 and the same was kept on the file of the Mediation Centre. The said demand draft was to be handed over to the informant at the time of final settlement agreement on 03.01.2024 and the remaining Rs.10,00,000/- was to be paid to the informant before learned Court concerned at the time of final decree of dissolution of marriage. It was also agreed that all the pending matters between the parties would be withdrawn. The informant had also given an undertaking not to pursue the matter against the petitioner and made a statement to that effect to the concerned investigating officer in the instant FIR dated 18.05.2023. However, the informant reserved her right to pursue the FIR against other accused persons. Two other pending matters i.e. one

under Section 125 Cr.P.C. and the other under Section 12 of the Act, 1955, shall be withdrawn. It was also agreed that the petitioner shall publish a clarification article in English newspaper 'Times of India' and Hindi newspapers 'Dainik Jagran' and 'Amar Ujala'.

8. During the course of mediation, the petitioner had also given an affidavit that he had nothing to do with the defamatory statements published in media/social platforms against the informant and the informant had also reserved her right to take action against the persons, who are responsible for making/publishing defamatory statements against the informant. The petitioner had also given an affidavit that he had never asked his Ex-Advocate namely Amit Garg, who is accused in the instant FIR, to make any statements in media and the same were his own statements. He was not authorised by the petitioner, and the informant was also at liberty to take suitable action against Amit Garg.

9. It also appears that later on, the petitioner had withdrawn complaint case No.22703 of 2023 under Sections 420, 504, 344, 323, 386 IPC, emanating from protest petition filed by the petitioner against the final report forwarded by the investigating officer in Case Crime No.0136 of 2022. The petitioner and the informant had mutually agreed that the terms and conditions recorded in the interim agreements dated 19.10.2023, 06.12.2023 and final agreement dated 03.01.2024 are binding and there shall remain no dispute, difference, litigation, claim or counter claim (s) whatsoever, whether tangible or intangible of any nature between the petitioner and the informant. They shall take necessary steps and actions to implement the settlement arrived at between the parties. Accordingly, both the parties agreed to appear before the Principal Judge, Family Court, Firozabad on the date fixed to make their statements in support of the petitions under Sections 13 B (1) and 13-B (2) of the Act, 1955 in person.

10. Both the parties agreed that after the dissolution of the marriage, they shall not interfere in the personal matters of the other party including

marriage, property etc. and they shall not make any defamatory statement against each other and their family members in future. They further agreed that they shall not try to have any sort of communication with each other in future. In case any party withdraws his/her consent from giving divorce by way of mutual consent or backs out from any of the terms mentioned in the interim agreement dated 19.10.2023 or in the present second motion petition, in such an eventuality, the aggrieved party shall not only be free to initiate proceedings under criminal and civil law but shall also be entitled to file claim for damages against the breaching party apart from reviving the cases from the state where they were at the time of signing the said agreement dated 19.10.2023. Both the parties agreed and undertake that they shall not send any e-mails/text messages/post or any other manner of communication to the past, present and future employers or employees or friends, family/acquaintances of the other party.

11. In this backdrop, the instant writ petition was entertained on 30.09.2024 and the Division Bench had accorded an interim relief to the petitioner with detailed observations. For ready reference, the same is reproduced herein under:-

“1. Heard Sri Dheeraj Singh (Bohra), learned counsel for the petitioner and Sri Satendra Tiwari, learned A.G.A. for the State-respondents.

2. The present writ petition has been preferred with the prayer to quash the impugned first information report dated 18.05.2023, registered as Case Crime No.358 of 2023, under Sections 501, 500, 384, 188, 171-F I.P.C. and 67 I.T. Act, 2008, Police Station - Firozabad, District - Firozabad, and for a direction to the respondents to submit the progress report and further not to arrest the petitioners in pursuance of the impugned first information report.

3. Pursuant to the order dated 11.09.2024, learned counsel for the petitioner has filed supplementary affidavit annexing therewith certified copy of the second motion petition filed under Section 13-B (2) of the Hindu Marriage Act, 1955 before the Principal Judge, Family Court, Firozabad. It is pointed out that in an application filed under section 482 No.24039 of 2023 (Sai Nageshwar Sachidanand vs. State of U.P. and Another) the matter was referred to Mediation Centre vide order dated 07.07.2023 wherein a settlement agreement dated 03.01.2024 had taken place. It is pointed out that pursuant thereto a Divorce Petition filed under Section 13-B of the Hindu Marriage Act, being HMA Petition No.1088 of 2023 (Sri Sai Nageswar Satchidanand vs. Smt. Ujjawala Gupta) was also allowed vide judgement and decree dated 31.05.2024. It was next pointed out that in the second motion in the aforesaid proceedings, it was clearly

mentioned that the proceedings of the present impugned F.I.R. shall also be withdrawn. The term of settlement before the Mediation Centre were also noted in the second motion. Learned counsel for the petitioner further submits that the informant may not come forward to contest the present case. Submission, therefore, is that the present criminal prosecution is liable to be set aside.

4. Matter requires consideration.

5. Issue notice to the respondent no.4 through C.J.M., Firozabad. Steps be taken within a week.

6. Put up this case as fresh on 24.10.2024.

7. Till the next date of listing, investigation pursuant to the aforesaid impugned first information report shall remain stayed.

8. In the meantime, learned counsel for the parties may exchange their respective affidavits.”

ARGUMENTS ON BEHALF OF THE PETITIONER

12. Sri Amit Saxena, learned Senior Advocate appearing for the petitioner vehemently submitted that the petitioner is working as a Computer Engineer in Microsoft Co., Bangalore. As per prosecution story, the informant was contesting the election for the post of Mayor in District Firozabad as an independent candidate. During the election, a video clip was received by Whatsapp on 23.04.2023, wherein it was shown that Mr. Amit Garg (Ex-Advocate of the petitioner) threatened the informant by narrating that during his meeting with her husband she allegedly received handsome amount for settling the matrimonial matter between the informant and the petitioner, which maligned the image of the informant in public. He submitted that the informant had instituted various matrimonial proceedings against the petitioner and other family members including the impugned FIR dated 18.05.2023 but later on, the matter was referred to the Mediation Centre by learned Single Judge of this Court vide an order dated 07.07.2023 passed in Application U/S 482 No.24039 of 2023, wherein the settlement agreement entered into between the petitioner and the informant on 03.01.2024 and specially, in the light of the earlier interim settlement agreements dated 19.10.2023 and 06.12.2023 the petitioner had produced a demand draft of

Rs.10,00,000/- dated 16.10.2023 and the same was handed over to the informant on 03.01.2024. The informant had also acknowledged the same and the remaining amount of Rs.10,00,000/- was to be paid to her at the time of final judgement and decree in H.M.A. Petition No.1088 of 2023.

13. Sri Amit Saxena, learned Senior Advocate placed reliance on Para 7 (h) of the settlement agreement dated 03.01.2024, wherein both the parties agreed that *“all civil and criminal cases, if any, filed by them against each other regarding present matrimonial dispute shall be withdrawn by the parties concerned by taking appropriate steps before the Court/authority concerned”*. Even while passing the order dated 31.01.2024 in Application U/S 482 No.24039 of 2023, learned Single Judge had considered the settlement agreement dated 03.01.2024, wherein the parties have also agreed to withdraw all civil and criminal cases filed against each other and both the parties agreed that in terms of the compromise the proceeding of the Case Crime No.126 of 2022 be terminated and the entire proceeding be quashed.

14. It was further submitted by learned Senior Counsel that only in this backdrop, the application U/S 482 was allowed on 31.1.2024, which was corrected on 21.02.2024. Later on, the Civil Judge (Senior Division), F.T.C./ A.C.J.M. Firozabad vide order dated 12.03.2024 had also closed the proceeding of Case No.16993 of 2022 but in both the proceedings, at no point of time any such objections were taken. Now, at this stage the informant cannot resile from the earlier undertaking given at the time of mediation proceedings and it was the sole reason for passing the judgement and decree dated 31.05.2024 passed by the Principal Judge, Family Court, Firozabad in H.M.P.No. 1088 of 2023. The relevant portion of the judgment and decree dated 31.05.2024 is reproduced herein below:-

"याचिनी ने अपने सशपथ बयान में कथन किया है कि माननीय उच्च न्यायालय, इलाहाबाद के आदेश दिनांक 03-01-2024 को मीडिएशन सेन्टर में हुए समझौते के अनुसार मैंने आंशिक रूप से दस लाख रुपये प्राप्त कर लिये हैं एवं शेष मुव- दस लाख रुपये निर्णय के समय प्राप्त करूंगी। स्त्रीधन सारा प्राप्त कर लिया है।

निर्णय के पूर्व याची संख्या-1 द्वारा याची संख्या-2 को डी०डी०संख्या-585714 की मूल प्रति प्रदान की गई जिसकी छाया प्रति पत्रावली पर संलग्न की गयी। याची संख्या-2 ने डी०डी० प्राप्ति के हस्ताक्षर आदेश पत्र पर किये।

अतः ऐसी स्थिति में पक्षों को सुनने एवं उनके मध्य सुलह की सम्भावना न होने की स्थिति को दृष्टिगत रखते हुए पक्षकारों की ओर से दाखिल प्रस्तुत याचिका अन्तर्गत धारा-13(बी) हिन्दू विवाह अधिनियम स्वीकार किये जाने योग्य है।"

15. He lastly submitted that at the time of final decree, the informant has received the remaining Rs.10,00,000/- and the marriage was also annulled. The impugned proceeding is a misuse of process. Even on merit, the FIR does not reflect that there is any complicity of the petitioner and even for the sake of argument, if earlier Advocate has made any comment on the social media, it cannot be presumed that the same was on the dictate of the petitioner or on his behest. No such presumption can be drawn against the petitioner and the informant cannot drag the petitioner in the impugned proceeding. In case the same continues to proceed, the same would be in teeth of the settlement agreement arrived at between the parties in the mediation proceeding and the same is also in conflict of the judgement and decree accorded by the Principal Judge, Family Court, Firozabad.

16. Making the above submissions, learned Senior Counsel appearing for the petitioner prayed to allow the writ petition and quash and set aside the impugned FIR in exercise of its extraordinary powers under Section 226 of Constitution of India.

ARGUMENTS OF THE INFORMANT

16. Per contra, the informant appearing in person vehemently opposed the writ petition. She submitted that as the cognizable offence is made out against the petitioner and the writ petition is devoid of merit, the same is liable to be quashed. She vehemently argued and tried to press the Misc. Application moved under Section 379 of BNSS, 2023 on the ground that the petitioner has intentionally made false statement with dishonest suppression, twisting and concealment of material facts in the writ petition and made false statement on affidavit. The petitioner had deliberately tried

to mislead the Court and got an interim order in his favour with dishonest intent. She submitted that Hon'ble Court may direct for lodging a complaint in terms of Section 215 of BNSS, 2023 read with Section 379 of BNSS, 2023 against the petitioner and his counsel before learned Magistrate having jurisdiction.

17. We have heard the learned counsel for the parties and perused the record.

ANALYSIS BY THE COURT

18. In the instant case, undisputed position which emerges out is that the marriage between the petitioner and the informant was solemnized on 29.06.2020 and with the said wedlock, no child was born. There was no cohabitation between the petitioner and the informant since 20.07.2021 and since then, they are living separately. Both the parties filed several cases against each other and during the pendency of these cases, the petitioner preferred an application under Section 482 Cr.P.C. before this Court for quashing the FIR, which was registered as Case Crime No.126 of 2023 under Sections 498-A, 323, 504 IPC and Section 3/4 D.P. Act. Learned Single Judge vide an order dated 07.07.2023 referred the matter for mediation and by way of the interim agreement dated 19.10.2023, both the parties had approached the Court concerned for dissolution of their marriage by a decree of divorce by mutual consent by filing the petitions under Section 13-B (1) and 13-B (2) of the Act, 1955. The said interim settlement agreement dated 19.10.2023 was followed by a second interim settlement agreement dated 06.12.2023 and these two settlements were crystallized into a final settlement agreement dated 03.01.2024.

19. In terms of the settlement arrived at between the parties, the petitioner had agreed to pay a total sum of Rs.20,00,000/- to the informant towards full and final settlement of all her claims. The petitioner furnished a demand draft of Rs.10,00,000/- at the time of signing and execution of the

agreement dated 19.10.2023 and the same was handed over to the informant at the time of the final settlement agreement dated 03.01.2024. The remaining sum of Rs.10,00,000/- was paid to the informant at the time of final judgement before the Court concerned. All the pending matters between the parties were withdrawn. The informant had undertaken not to pursue the matter against the petitioner. However, she had reserved her right to pursue the FIR against other accused persons. Both the parties had mutually agreed that the terms recorded in the agreements dated 19.10.2023, 06.12.2023 and 03.01.2024 are binding and there shall remain no dispute, difference, litigation, claim or counter claim (s) whatsoever, whether tangible or intangible of any nature between them and they shall take necessary steps and actions to implement the settlement arrived at between the parties by way of the agreement dated 19.10.2023 in its true, sincere earnest & letter and spirit.

20. Admittedly, the agreement was signed on 19.10.2023 and much prior to it, the impugned FIR was lodged on 18.05.2023. They have jointly moved the First Motion Petition under Section 13-B (1) of the Act, 1955 as amended by the Marriage Laws (Amendment) Act, 1976 in the Court of learned Principal Judge, Family Courts, Firozabad and sworn the affidavit for dissolution of their marriage by a decree of divorce by mutual consent under the provisions of Section 13 (B) (1) of the Act, 1955, as amended upto date, in the interest of justice. The aforesaid petition was registered as H.M.A. Petition No.1088 of 2023 in the matter of Mr. Sai Nageswar Satchidanand (petitioner no.1) and Mrs. Ujjwal Gupta (petitioner no.2). On the date of filing the first motion petition, the petition under Section 12 (1) (a) of the Act, 1955 filed by the petitioner being HMA No.426/2022 (Sai Nageshwar Satchidanand vs. Ujjwal Gupta) was pending adjudication before the Court of learned Additional Principal Judge-2, Family Court, Firozabad. In the first motion petition, they had agreed that they shall not level any defamatory allegations against each other in future and whatever

defamatory allegations or statements, which were made till the date of signing of the agreement dated 19.10.2023, the same shall stand withdrawn unequivocally without any undue influence, pressure or coercion since their disputes and differences in this regard have been amicably settled by them.

21. After the first motion was successfully completed, the second motion petition was moved by the parties under Section 13-B (2) of the Act, 1955, as amended by the Marriage Laws (Amendment) Act, 1976. Both the parties have sworn the affidavit with a request to the Principal Judge, Family Courts, Firozabad for dissolution of the marriage between the petitioner and the informant by a decree of divorce by mutual consent under the provisions of Section 13 (B) (2) of the Act, 1955, as amended upto date in the interest of justice. In para-5 of the second motion petition they had disclosed all the criminal proceedings including the instant FIR and also acknowledged the full and final settlement of all her claims qua maintenance – past, present and future, stridhan and alimony, marriage expenses. The said amount of Rs.20,00,000/- was to be paid to the informant in the following manner:-

“(a) An amount of Rs.10,00,000/- (Rupees Ten Lakhs only) has already been paid by the petitioner No.1 to the petitioner No.2 at the time of signing and execution of the Agreement dated 19.10.2023 by way of DD No.504055 drawn on ICICI Bank in the name of the petitioner No.2 which DD had been kept on the file of the Mediation Centre and was handed over to petitioner No.2 at the time of the Final Settlement Agreement dated 03.01.2024.

(b). An amount of Rs.10,00,000/- (Rupees Ten Lakhs only) shall be paid by the petitioner no.1 to the petitioner no.2 by way of Demand Draft/Pay Order in the name of the petitioner No.2 at the time of final judgment before the learned Court concerned to whom the present petition shall be assigned.”

22. At the time of judgement and decree dated 31.05.2024 passed by the Principal Judge, Family Court, Firozabad in proceeding under Section 13 (B) of the Act, 1955, the remaining sum of Rs.10,00,000/- had been received by the informant without any protest. In para-10 of the second motion petition the informant had made a categorical averment to the following effect:-

“10. That all the pending matters between the parties have been withdrawn, and the petitioner no.2 has undertaken not to pursue the matter against the petitioner

no.1 and make a statement to that effect to the concerned IO in the FIR No.0358/2023 PS Firozabad North U/ss. 171-F, 188, 384, 500, 501 IPC and S. 67 IT (Amendment) Act, 2008 registered by the petitioner No.2 against petitioner No.1, however, petitioner No.2 reserves right to pursue the FIR against other respondents/accused. Only two matters i.e. one under Sec. 125 Cr.P.C. and the other under Sec. 12, MHA are pending which shall be withdrawn on the next upcoming dates of hearing.”

23. In view of the second motion petition, it is not in dispute that even though the instant impugned FIR is dated 18.05.2023 but in terms of the interim settlement agreement dated 19.10.2023 the parties have resolved the dispute. Later on, the informant had also given an undertaking not only in the first motion petition but also in the second motion petition that she shall not pursue the matter against the petitioner and made a statement to that effect before the concerned investigating officer in the impugned FIR No.0358 of 2023. However, the informant had reserved her right to pursue the FIR against the other accused persons. It was also agreed that the other two matters, which were pending consideration under Section 125 Cr.P.C. and other under Section 12 of the Act, 1955, shall also be withdrawn on the next date of hearing. Admittedly, both the proceedings have been withdrawn.

24. Both the parties have already dissolved their marriage in terms of the interim settlement agreements dated 19.10.2023 and 06.12.2023 and the final settlement agreement dated 03.01.2024. The informant having taken the advantage of the settlement agreement is otherwise estopped from agitating the matter again, particularly when there is no challenge to the settlement agreement on any of the grounds permissible in law. Therefore, at this stage we cannot accord any leave to the informant to pursue her cases against the petitioner. In view of the aforementioned facts and circumstances at this stage the petitioner cannot be resiled with the earlier undertaking given in the mediation proceeding and later on, the same was acted upon by the Principal Judge, Family Court, Firozabad.

25. Section 27 in Chapter-VI of the Mediation Act, 2023 deals with enforcement of mediated settlement agreement and provides that a mediated settlement agreement resulting from a mediation signed by the parties and authenticated by the mediator shall be final and binding on the parties and persons claiming under them respectively and enforceable as per the provisions of sub-section (2). Section 27 reads as under:-

“27. (1) A mediated settlement agreement resulting from a mediation signed by the parties and authenticated by the mediator shall be final and binding on the parties and persons claiming under them respectively and enforceable as per the provisions of sub-section (2). (2) Subject to the provisions of section 28, the mediated settlement agreement shall be enforced in accordance with the provisions of the Code of Civil Procedure, 1908, in the same manner as if it were a judgment or decree passed by a court, and may, accordingly, be relied on by any of the parties or persons claiming through them, by way of defence, set off or otherwise in any legal proceeding.

(2) Subject to the provisions of section 28, the mediated settlement agreement shall be enforced in accordance with the provisions of the Code of Civil Procedure, 1908, in the same manner as if it were a judgment or decree passed by a court, and may, accordingly, be relied on by any of the parties or persons claiming through them, by way of defence, set off or otherwise in any legal proceeding.”

26. The law relating to sanctity of compromise in such matters came to be examined by the Supreme Court in **Kale and others Vs. Deputy Director of Consolidation**³, and is consistently followed in subsequent decisions of the Supreme Court and this Court. The object of family settlement and the binding effect which it carries have been eloquently summed up in following words:-

"Before dealing with the respective contentions put forward by the parties, we would like to discuss in general the effect and value of family arrangements entered into between the parties with a view to resolving disputes once for all. By virtue of a family settlement or arrangement members of a family descending from a common ancestor or a near relation seek to sink their differences and disputes, settle and resolve their conflicting claims or disputed titles once for all in order to buy peace of mind and bring about complete harmony and goodwill in the family. The family arrangements are governed by a special equity peculiar to themselves and would be enforced if honestly made. In this connection, Kerr in his valuable treatise "Kerr on Fraud" at p. 364 makes the following pertinent observations regarding the nature of the family arrangement which may be extracted thus;

3. AIR 1976 SC 807

"The principles which apply to the case of ordinary compromise between strangers, do not equally apply to the case of compromises in the nature of family arrangements. Family arrangements are governed by a special equity peculiar to themselves, and will be enforced if honestly made, although they have not been meant as a compromise, but have proceeded from an error of all parties, originating in mistake or ignorance of fact as to that their rights actually are, or of the points on which their rights actually depend."

The object of the arrangement is to protect the family from long drawn litigation or perpetual strifes which mar the unity and solidarity of the family and create hatred and bad blood between the various members of the family. Today when we are striving to build up an egalitarian society and are trying for a complete reconstruction of the society, to maintain and uphold the unity and homogeneity of the family which ultimately results in the unification of the society and, therefore, of the entire country, is the prime need of the hour. A family arrangement by which the property is equitably divided between the various contenders so as to achieve an equal distribution of wealth instead of concentrating the same in the hands of a few is undoubtedly a milestone in the administering of social justice. That is why the term "family" has to be understood in a wider sense so as to include within its fold not only close relations or legal heirs but even those persons who may have some sort of antecedent title, a semblance of a claim or even if they have a spes successions so that future disputes are sealed for ever and the family instead of fighting claims inter se and wasting time, money and energy on such fruitless or futile litigation is able to devote its attention to more constructive work in the larger interest of the country. The Courts have, therefore, leaned in favour of upholding a family arrangement instead of disturbing the same on technical or trivial grounds. **Where the Courts find that the family arrangement suffers from a legal lacuna or a formal defect the rule of estoppel is pressed into service and is applied to shut out plea of the person who being a party to family arrangement seeks to unsettle a settled dispute and claims to revoke the family arrangement under which he has himself enjoyed some material benefits.** The law in England on this point is almost the same. In Halsbury's Laws of England, Vol. 17, Third Edition, at pp. 215-216, the following apt observations regarding the essentials of the family settlement and the principles governing the existence of the same are made:

"A family arrangement is an agreement between members of the same family, intended to be generally and reasonably for the benefit of the family either by compromising doubtful or disputed rights or by preserving the family property or the peace and security of the family by avoiding litigation or by saving-its honour.

The agreement may be implied from a long course. Of dealing, but it is more usual to embody or to effectuate the agreement in a deed to which the term "family arrangement" is applied.

Family arrangements are governed by principles which are not applicable to dealings between strangers. The court, when deciding the rights of parties under family arrangements or claims to upset such arrangements, considers what in the broadest view of the matter is most for the interest of families, and has regard to considerations which in dealing with transactions between persons not members of the same family, would not be taken into account. Matters which would be fatal to the validity of similar transactions between strangers are not objections to the binding effect of family arrangements".

In other words to put the binding effect and the essentials of a family settlement in a concretised form, the matter may be reduced into the form of the following propositions:

- (1) The family settlement must be a bona fide one so as to resolve family disputes and rival claims by a fair and equitable division or allotment of properties between the various members of the family;
- (2) The said settlement must be voluntary and should not be induced by fraud, coercion or undue influence;
- (3) The family arrangement may be even oral in which case no registration is necessary;
- (4) It is well-settled that registration would be necessary only if the terms of the family arrangement are reduced into writing. Here also, a distinction should be made between a document containing the terms and recitals of a family arrangement made under the document and a mere memorandum prepared after the family arrangement had already been made either for the purpose of the record or for information of the court for making necessary mutation. In such a case the memorandum itself does not create or extinguish any rights in immovable properties and therefore does not fall within the mischief of s. 17(2) of the Registration Act and is, therefore, not compulsorily registrable;
- (5) The members who may be parties to the family arrangement must have some antecedent title, claim or interest even a possible claim in the property 'It which is acknowledged by the parties to the settlement. Even if one of the parties to the settlement has no title but under the arrangement the other party relinquishes all its claims or titles in favour of such a person and acknowledges him to be the sole owner, then the antecedent title must be assumed and the family arrangement will be upheld and the Courts will find no difficulty in giving assent to the same;
- (6) Even if bona fide disputes, present or possible, which may not involve legal claims are settled by a bona fide family arrangement which is fair and equitable the family arrangement is final and binding on the parties to the settlement.

The principles indicated above have been clearly enunciated and adroitly adumbrated in a long course of decisions of this Court as also those of the Privy Council and other High Courts, ...

.....

.... Even bona fide dispute present or possible, which may not involve legal claims would be sufficient. Members of a joint Hindu family may to maintain peace or to bring about harmony in the family, enter into such a family arrangement. If such an agreement is entered into bona fide and the terms thereto are fair in the circumstances of a particular case, the courts would more readily give assent to such an agreement than to avoid it."

Thus it would appear from a review of the decisions analysed above that the Courts have taken a very liberal and broad view of the validity of the family settlement and have always tried to uphold it and maintain it. The central idea in the approach made by the Courts is that if by consent of parties a matter has been settled, it should not be allowed to be re-opened by the parties to the agreement on frivolous or untenable grounds."

27. The Supreme Court further observed that a family arrangement being binding on the parties to the arrangement clearly operates as a estoppel against the one who has taken advantage under the settlement/compromise from revoking or challenging the same. Observations in that regard are apposite and consequently reproduced hereinafter:-

"This Court has also clearly laid down that a family arrangement being binding on the parties to the arrangement clearly operates as an estoppel so as to preclude any of the parties who have taken advantage under the agreement from revoking or challenging the same."

28. It is well settled in law that courts would lean in favour of family settlement unless it is unfair, tainted by fraud or lacks bona fide. The object clearly being that if dispute between the parties is resolved by consent then such settlement must not be reopened unless one of the abovenoted mischiefs is pleaded and proved in the facts of the case.

29. Hon'ble Supreme Court in **Banwari Lal v. Chando Devi**⁴ has laid down the law on the disposal of a proceeding in accordance with a compromise between the parties and on recall of a compromise decree. It was held that under Order 23, Rule 3 of CPC, the Court must be satisfied upon applying judicial mind that the agreement between the parties is lawful before accepting the same and disposing the suit. Further, the proviso and the Explanation to Order 23, Rule 3 mandate that the court must "decide the question" of whether an adjustment or satisfaction has been arrived at, and it is clarified that void and voidable agreements under the Indian Contract Act, 1872 shall be deemed to be not lawful. Upon such reading of the provision, the Apex Court held that the court recording the compromise can examine the legality of the agreement, in accordance with the provisions of the Contract Act, even after the compromise decree is passed and when a party moves an application for recall.

4. (1993) 1 SCC 581

30. In the case of **Gian Singh v. State of Punjab**⁵ the Apex Court has held that the High Court must consider whether it would be unfair or contrary to the interest of justice to continue with the criminal proceedings; or continuation of the criminal proceedings would tantamount to abuse of process of law despite settlement and compromise between the victim and the wrongdoer; and whether to secure the ends of justice, it is appropriate that the criminal case is put to an end; and if the answer to the above question(s) is in the affirmative, the High Court shall be well within its jurisdiction to quash the criminal proceedings. The relevant paragraph 61 of the judgment is reproduced herein below:-

“61. The position that emerges from the above discussion can be summarised thus : the power of the High Court in quashing a criminal proceeding or FIR or complaint in exercise of its inherent jurisdiction is distinct and different from the power given to a criminal court for compounding the offences under Section 320 of the Code. Inherent power is of wide plenitude with no statutory limitation but it has to be exercised in accord with the guideline engrafted in such power viz. : (i) to secure the ends of justice, or (ii) to prevent abuse of the process of any court. In what cases power to quash the criminal proceeding or complaint or FIR may be exercised where the offender and the victim have settled their dispute would depend on the facts and circumstances of each case and no category can be prescribed. However, before exercise of such power, the High Court must have due regard to the nature and gravity of the crime. Heinous and serious offences of mental depravity or offences like murder, rape, dacoity, etc. cannot be fittingly quashed even though the victim or victim’s family and the offender have settled the dispute. Such offences are not private in nature and have a serious impact on society. Similarly, any compromise between the victim and the offender in relation to the offences under special statutes like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity, etc.; cannot provide for any basis for quashing criminal proceedings involving such offences. But the criminal cases having overwhelmingly and predominately civil flavour stand on a different footing for the purposes of quashing, particularly the offences arising from commercial, financial, mercantile, civil, partnership or such like transactions or the offences arising out of matrimony relating to dowry, etc. or the family disputes where the wrong is basically private or personal in nature and the parties have resolved their entire dispute. In this category of cases, the High Court may quash the criminal proceedings if in its view, because of the compromise between the offender and the victim, the possibility of conviction is remote and bleak and continuation of the criminal case would put the accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal case despite full and complete settlement and compromise with the victim. In other words, the High Court must consider whether it would be unfair or contrary to the interest of justice to continue with the criminal proceeding or continuation of

5. 2012(10) SCC 303

the criminal proceeding would tantamount to abuse of process of law despite settlement and compromise between the victim and the wrongdoer and whether to secure the ends of justice, it is appropriate that the criminal case is put to an end and if the answer to the above question(s) is in the affirmative, the High Court shall be well within its jurisdiction to quash the criminal proceeding.”

31. Hon’ble Supreme Court in **Subrata Roy Sahara vs. Union of India & Ors.**⁶, has held that “The Indian judicial system is grossly afflicted, with frivolous litigation. Ways and means need to be evolved, to deter litigants from their compulsive obsession, towards senseless and ill-considered claims. One needs to keep in mind that in the process of litigation, there is an innocent sufferer on the other side, of every irresponsible and senseless claim. He suffers long drawn anxious periods of nervousness and restlessness, whilst the litigation is pending, without any fault on his part.”

32. In **State of Madhya Pradesh vs. Laxmi Narayan and ors**⁷ a Full Bench of the Apex Court laid down specific guidelines by which the High Court can settle the disputes between the parties and held as under:-

“i) that the power conferred under Section 482 of the Code to quash the criminal proceedings for the non-compoundable offences under Section 320 of the Code can be exercised having overwhelmingly and predominantly the civil character, particularly those arising out of commercial transactions or arising out of matrimonial relationship or family disputes and when the parties have resolved the entire dispute amongst themselves;

ii) such power is not to be exercised in those prosecutions which involved heinous and serious offences of mental depravity or offences like murder, rape, dacoity, etc. Such offences are not private in nature and have a serious impact on society;

iii) similarly, such power is not to be exercised for the offences under the special statutes like Prevention of Corruption Act or the offences committed by public servants while working in that capacity are not to be quashed merely on the basis of compromise between the victim and the offender;

iv) offences under Section 307 IPC and the Arms Act etc. would fall in the category of heinous and serious offences and therefore are to be treated as crime against the society and not against the individual alone, and therefore, the criminal proceedings for the offence under Section 307 IPC and/or the Arms Act etc. which have a serious impact on the society cannot be quashed in exercise of powers under Section 482 of the Code, on the ground that the parties have resolved their entire dispute amongst themselves. However, the High Court

6. (2014) 8 SCC 470

7. AIR 2019 SC 1296

would not rest its decision merely because there is a mention of Section 307 IPC in the FIR or the charge is framed under this provision. It would be open to the High Court to examine as to whether incorporation of Section 307 IPC is there for the sake of it or the prosecution has collected sufficient evidence, which if proved, would lead to framing the charge under Section 307 IPC. For this purpose, it would be open to the High Court to go by the nature of injury sustained, whether such injury is inflicted on the vital/delegate parts of the body, nature of weapons used etc. However, such an exercise by the High Court would be permissible only after the evidence is collected after investigation and the charge sheet is filed/charge is framed and/or during the trial. Such exercise is not permissible when the matter is still under investigation.

Therefore, the ultimate conclusion in paragraphs 29.6 and 29.7 of the decision of this Court in the case of Narinder Singh (supra) should be read harmoniously and to be read as a whole and in the circumstances stated hereinabove;

v) while exercising the power under Section 482 of the Code to quash the criminal proceedings in respect of non-compoundable offences, which are private in nature and do not have a serious impart on society, on the ground that there is a settlement/compromise between the victim and the offender, the High Court is required to consider the antecedents of the accused; the conduct of the accused, namely, whether the accused was absconding and why he was absconding, how he had managed with the complainant to enter into a compromise etc.”

32. Hon’ble Supreme Court, in **Charu Kishor Mehta vs. Prakash Patel &Ors.**⁸, vide judgement and order dated 22.06.2022 confirmed the order dated 13.06.2022 passed by the Bombay High Court, and held that filing frivolous cases in a court of law is an abuse of process of law. The Supreme Court also upheld the order of Bombay High Court imposing the cost of Rs. 5 lakhs on the petitioner and dismissed the Special Leave Petition.

33. Having regard to the aforesaid dictum as well as attending facts and circumstances of the case, it is found that the crime in question is between the parties, who have already settled their previous acrimonious relations in terms of the interim agreement dated 19.10.2023, followed by second interim settlement agreement dated 06.12.2023. These interim settlements were crystalized into a final settlement agreement dated 03.01.2024, wherein they have mutually agreed that the terms and conditions recorded in these agreements are binding and there shall remain no dispute, difference, litigation, claim or counter claim whatsoever between the petitioner and the informant. Based on the aforesaid settlement agreements,

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the Principal Judge, Family Court, Firozabad had decreed the H.M.P. No.1088 of 2023 under Section 13-B of Act, 1955 on 31.05.2024. In these circumstances, in the interest of justice, it appears to be a fit case qua the petitioner to exercise our discretionary powers under Section 226 of Constitution of India.

33. Accordingly, for the aforesaid reasons, the writ petition is allowed and the impugned FIR dated 18.05.2023 registered as Case Crime No.358 of 2023 under Sections 501, 500, 384, 188, 171-F IPC and Section 67 I.T. Act, 2008, Police Station Firozabad North, District Firozabad qua the petitioner is quashed.

34. In view of the aforesaid facts and circumstances, we do not find any merit in the application, which has been moved by the informant under Section 379 of B.N.S.S., 2023, and the same stands rejected.

Order Date :- 10.04.2025 (Prashant Kumar, J.) (Mahesh Chandra Tripathi, J.)
RKP