



TRHC010003762026

2026:THC:670

**HIGH COURT OF TRIPURA
AGARTALA**

Crl. Petn. 11/2026

Sri Biplab Kumar Nath -----Petitioner(s)

Versus

The State of Tripura & ors. -----Respondent(s)

For Petitioner(s)	:	Mr. S. Datta, Advocate
For Respondent(s)	:	Mr. Raju Datta, PP Mr. Soumyadeep Saha, Advocate

**BEFORE
HON'BLE JUSTICE DR. T. AMARNATH GOUD**

Order

21/05/2026

When the matter is called upon, both sides are present.

Heard Mr. S. Datta, learned counsel for the petitioner. Also heard Mr. Soumyadeep Saha, learned counsel for the defacto-complainant. Learned counsel representing the parties have submitted that the matter has been settled by both the parties on compromise and accordingly nothing survives for adjudication.

It is seen from the record that the parties have arrived at an amicable settlement. The terms of settlement are incorporated in the joint compromise petition filed under Order 23 Rule 3 of CPC, which has been jointly signed by the parties. The terms of settlement are incorporated hereunder:

- "i. That, the Husband-Respondent i.e., Sri Biplab Kumar Nath would return the amount of Rs. 17,00,000/- (Rupees Seventeen Lakhs only) to the Wife- Petitioner, which was transferred from the account of the Wife-petitioner i.e.. Smt Sharmistha Mukherjee.**
- ii. That, the Husband-Respondent has agreed to return the said amount of Rs. 17,00,000/- (Rupees Seventeen Lakhs only) to the Wife-Petitioner by way of Account Payee Cheque bearing No. 681581 drawn on IndusInd Bank, Dharmanagar Branch. Tripura, 799250.**
- iii. That, the said cheque has been handed over to the First Party on the date of filing of this compromise petition before this Hon'ble Court.**
- iv. That, upon realisation of the said amount, the First Party shall have no further financial claim against the Second Party in respect of the said sum.**

v. That, out of the above wedlock the parties have one son, namely Boudhayan Kumar Nath, born on 03.04.2011.

vi. That, the permanent custody, care, and guardianship of the said son shall remain with the Second Party (father).

vii. That, the Second Party (father) shall be responsible for the upbringing, education, medical expenses, and welfare of the son.

viii. That the First Party (mother) agrees to pay maintenance for the welfare of the son at the rate of:

a. Rs.20,000/- (Rupees Twenty Thousand only) per month and the said maintenance shall continue until the son attains the age of 20 years and shall remain fixed as Rs 20,000/- per month only. till the son attains the age of 20 years.

b. That, the said maintenance shall be transferred to the saving Bank Account of their son namely Boudhayan Kumar Nath U/G Biplab Kumar Nath bearing account no.-50100807680425, IFSC No: HDFC0001976, Branch: Dharmanagar, on or before the 7th day of every English calendar month.

c. That, the First Party shall have visitation rights subject to mutual convenience.

ix. That, both the parties agreed and undertake to withdraw all cases. civil cases, criminal cases, maintenance cases, complaints. GD entries, FIRs including the FIR bearing no.2025 NCC 082 dated 09/12/2025 registered at Capital Complex Police Station filed by the mother of the first Party namely Smt. Seba Mukherjee and the victim was Smt. Sharmistha Mukherjee, and the complaint filed by the Boudhayan Kumar Nath (son) against 1st Party i.e., Sharmistha Mukherjee before Child Line, Dharmanagar, Tripura, and any other proceedings filed by one party against the other.

x. That. both parties shall cooperate fully in filing petitions for withdrawal, compounding, quashing, or disposal of such cases before the concerned Courts or authorities.

xi. That, both the parties agree and undertake that they shall not file any complaint, FIR, GD Entry or case before any authority or before any forum, arising out of any alleged matter related to the alleged facts claimed by either of the parties or any other alleged allied matter, in connection with the matrimonial dispute between the parties and the differences between the son and his mother (the First Party).

xii. That, this settlement shall be full and final settlement of all claims including:

a. Maintenance (past, present, and future)

b. Permanent alimony

c. Stridhan

d. Property claims

e. Financial claims

f. Compensation claims.

xiii. That, after this settlement, neither party shall claim any amount, maintenance, alimony, property either movable or immovable, or compensation from the other in future. The son Boudhayan Kumar Nath shall also not claim any further amount as maintenance. any property either movable or immovable, or any compensation from the mother (the First party) in future.

xiv. That, both parties pray that this Hon'ble Court may be pleased to dispose of the present case in terms of this compromise and pass appropriate orders.

xv. That, both parties undertake to remain bound by the terms and conditions of this compromise.

xvi. That, both parties agree that they shall not interfere in each other's personal life, professional life, or privacy. The son Boudhayan Kumar Nath shall also not interfere in the First Party's (the mother) personal life, professional life, or privacy.

xvii. That, both parties shall maintain peace and dignity and shall not make any allegations or defamatory statements against each other. The son Boudhayan Kumar Nath shall also maintain peace and dignity and shall also not make any allegations or defamatory statements against the First Party (the mother).

xviii. That, this compromise is executed voluntarily by both parties in sound mind, without coercion, undue influence, fraud, or misrepresentation.

xix. That, both parties have understood the contents and legal consequences of this compromise."

In this view of the matter, this criminal petition is liable to be *disposed* of in terms of the settlement arrived by and between the parties to the *lis*.

It is needless to observe that both the parties are at liberty to place this settlement before any Court of law/forum/authority and get pending matters, if any, closed amicably.

Accordingly, the criminal petition is ordered and disposed of.

JUDGE

SAIKAT
KAR

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by SAIKAT KAR
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