



HIGH COURT OF UTTARAKHAND AT NAINITAL

Criminal Misc Application No. 685 of 2025

27 July, 2026

Siddharth Batra & Anr. --Applicant

Versus

State Of Uttarakhand & Ors.

--Respondents

With

Criminal Misc Application No. 686 of 2025

Pradeep Batra & Ors. --Applicants

Versus

State Of Uttarakhand & Ors.

--Respondents

Presence:-

Mr. Piyush Garg, learned counsel for the applicants.

Mr. Sandeep Sharma, learned A.G.A. for the State.

Mr. Sohil Sharma, learned counsel for the respondent.

(Rakesh Thapliyal, J.)

1. These two petitions have been preferred under Section 528 of BNSS 2023 by the applicants, namely, Siddharth Batra and Arushi Batra and another one by Mr. Pradeep Batra, Mr. Arjun Batra and Mr. Mayank challenging the order dated 05.09.2023, passed by the Addl. Chief Judicial Magistrate, Roorkee District Haridwar in Misc. Case No. 266 of 2023, Manju Kapoor vs. Pradeep Batra and Ors., whereby the application moved under Section 156(3) is allowed and directions have been issued for registration of the FIR against which a revision was also filed and the same is also dismissed by the learned District and Sessions Judge, Haridwar by the judgment and order dated 15.05.2025 in Criminal Revision No. 126 of 2023



and the same is also being assailed in these two petitions.

2. The respondent/complainant Manju Kapoor is present in Court.

3. Misc. application, i.e., IA No. 5 of 2026 has been moved along with the settlement agreement dated 20.07.2026 and the terms and conditions of the settlement are as under:-

1. *The parties unequivocally declare that they have amicably resolved all extant disputes, differences and claims against each other. This agreement shall operate as a full, final and binding settlement of all matters forming the subject matter of the present dispute.*

2. *The parties mutually covenant to take all requisite and expeditious steps, strictly in accordance with law, to withdraw, compound or quash all pending civil and criminal litigations, complaints and proceedings instituted against each other.*

3. *The parties including their respective heirs and assignees, hereby waive their right to institute any future claim demand suit or proceeding-whether civil or criminal against the other party concerning the disputes settled herein.*

4. *In consideration of the settlement amount stated herein, the second party hereby unconditionally relinquishes, quitclaims and surrenders all her rights, titles, interests, and shares in the estate of her late mother Smt. Ishwari Devi in favour of the first party and his respective heirs. Provided, however, that the second party agrees to unconditionally withdraw all her legal challenges and objections pertaining to the Will date 01.03.2018 and the affidavit dated 19.03.2019 solely to effectuate this settlement.*

5. *Subject to the First Party's strict adherence to the*



payment obligation outlined in Clause 6, the Second Party undertakes that she shall bear no objection to the mutation, transfer, or registration of the aforementioned properties in favour of the First party.

6. The First Party has agreed to pay a total sum of Rs. 3,00,00,000/- (Rupees Three Crore only) as a gift to the Second Party and to settle the ongoing legal proceedings and litigations against each other. The First party shall remit the settlement amount as per the following Schedule:-

(a) An initial payment of Rs. 50,00,000/- (Rupees Fifty Lakh only) simultaneously with the execution of this deed has been received by the First Party as follows:-

- * ₹ 30,00,000/- (Rupees Thirty Lakhs only) by demand draft bearing No. 589381000024000, drawn on Punjab National Bank;*
- * ₹ 10,00,000/- (Rupees Ten Lakhs only) by demand draft bearing no. 060542247211102, drawn on Axis Bank; and*
- * ₹ 10,00,000/- (Rupees Ten Lakhs only) in cash.*

(b) The remaining Rs. 2,50,00,000/- (Rupees two crore fifty lakh only) shall be paid in installment till 10th August 2027.

(c) A schedule of aforesaid payment is annexed herewith as Annexure no. 1.

7. This agreement constitutes the entire understanding between the parties regarding the subject matter herein and supersedes any prior oral or written agreements. The terms of this Deed shall be binding upon the Parties and their respective legal heirs, successors and assigns.

8. It is expressly agreed and understood between the Parties that this Memorandum of Understanding/ Settlement Agreement is executed strictly on a "without prejudice" basis to the respective rights, claims and contentions of the Parties.

9. It is expressly agreed and understood between the Parties that



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in the event this settlement fails, is vitiated due to default, or is not fully acted upon for any reason whatsoever, the execution of this Deed shall not affect the merits of the pending civil and criminal cases. Furthermore, nothing contained herein shall be construed as an admission of liability, guilt, or the validity of any claims or documents by either Party in the said legal proceedings.

4. It is submitted by the learned counsel for both the parties that since the settlement has been arrived in between the parties on 20.07.2026, therefore, both the petitions be disposed of in terms of the said settlement.

5. Mr. Sandeep Sharma, learned A.G. A. has no objection on this and submits that since the parties have settled their disputes and they all are family members, therefore, petitions can be disposed of in terms of settlement.

6. In such view of the matter, both the petitions are disposed of in term of the settlement dated 20.07.2026 which is placed on record along with the IA No. 5 of 2026. Consequently, both the orders impugned dated 05.09.2023, passed by Addl. Chief Judicial Magistrate, Roorkee District Haridwar in Misc. Case No. 266 of 2023, Manju Kapoor vs. Pradeep Batra and Ors., and the subsequent order dated 15.05.2025 passed by the learned District and Sessions Judge, Haridwar, in Criminal Revision No. 126 of 2023, Siddharth Batra & Anr. vs. State of Uttarakhand and Anr. are hereby set aside.

7. The pending applications (if any) also stands disposed of.

(Rakesh Thapliyal, J.)

Parul