

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.63010 of 2023

In
CRIMINAL MISCELLANEOUS No.53566 of 2018

Arising Out of PS. Case No.-1252 Year-2017 Thana- NALANDA COMPLAINT CASE
District- Nalanda

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1. Upendra Prasad Singh Son Of Late Sabal Kishore Singh Resident Of Village- Baban Bigha, Po And Ps- Barbiga, Distt- Sheikhpura Presently Resides At Old Sbi Campus Badhgari, Deepatoli, Po- Bariyatu R.M.C.H. Ps- Sadar Thana, Distt- Ranchi, Jharkhand
 2. Chaityanya Singh @ Chaitnya Son Of Upendra Prasad Singh Resident Of Village- Baban Bigha, Po And Ps- Barbiga, Distt- Sheikhpura Presently Resides At Old Sbi Campus Badhgari, Deepatoli, Po- Bariyatu R.M.C.H. Ps- Sadar Thana, Distt- Ranchi, Jharkhand

... .. Petitioner/s

Versus

1. The State of Bihar BIHAR
2. Janardan Prasad Singh S/O Late Ram Prakash Singh R/O Village- Chhauchhu Bigha, P.O.- Patauna, P.S.- Katrisarai, District- Nalanda

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Anurag Saurav
For the Opposite Party/s : Mr.Lakshmi Kant Sharma

CORAM: HONOURABLE MR. JUSTICE SANDEEP KUMAR
ORAL ORDER

3 01-12-2023 Heard the learned counsel for the parties.

2. A Joint compromise petition has been filed by
the parties vide I.A. No. 01 of 2022.

3. Paragraph 06 of the I.A. No.01 of 2022 (Joint
Compromise Petition) reads as follows:-

*“That the petitioners state and submit that
an amicable settlement had been taken place
between the parties by way of Settlement
Agreement dated 07.11.2021 with the indulgence of
counsels and Mediator on the following terms and*



conditions-

(i) Both the parties here to confirm and declare that they have voluntarily and of their own free will have decided not to live together as husband and wife and have arrived at this settlement in the presence of the Mediator and their respective counsels.

(ii) The following cases are pending between both the parties: Cases filed by the Petitioner (Dr.Pankaj Kumar)/family members:

(a) Criminal Revision No.1271 of 2016, pending before the Jharkhand High Court, Ranchi arising out of Mahila P.S. Case No.10 of 2011;

(b) Sadar P.S. Case No.3002011, corresponding to G.R. Case No.6341 of 2011, pending before the court of learned A.C.J.M. Ranchi.

(c) Complaint case No.1252C of 2017 pending before the learned Court of A.C.J.M. Civil Court, Nalanda (Bihar);

(d) W.P. (Cr.) No.348 of 2019 pending before the Hon'ble Jharkhand High Court.

(e) Crime Case No.55116 of 2018 pending before the learned Court of A.C.J.M. Mayo Hall, Civil Court at Bengaluru (Karnataka) Cases filed by the Opposite Party No. 2 (Prerna)/family members-

(a) Mahila Thana P.S. Case No.10 of 2011, corresponding to G.R. No. 2401 of 2011, pending before the learned A.C.J.M., Ranchi

(b) Criminal Miscellaneous 53566 of 2018 pending before the Hon'ble High Court of Judicature at Patna.

(iii) Both the parties herein agree that all pending cases whether specifically mentioned above or not between the parties herein shall be withdrawn. The parties undertake not to initiate any other litigation against each other and their family members/witnesses/in future also. It is necessary to mention here that except above, whatever/where ever the cases may be filed by the parties will be



subject matter of this settlement which are not specifically mentioned. The parties have given their consent that they will withdraw their own expenses. Both parties have also agreed that Mutual Divorce cost would be borne by both parties, without any further delay.

(iv) The parties declare that this full and final settlement cum understanding has been entered into by their free will and both the parties will abide by terms and conditions of the same.

(v) That the parties agree to act in good faith in relation to performance of each party's obligations under this agreement and they will avoid to make any false statement against each other.

(vi) By signing this agreement, the parties hereto solemnly state and affirm that they have no further claims or demands(alimony, maintenance or any such claim)in future against each other and all the disputes and differences have been amicably settled by the parties hereto through the process of mediation.

(vii) The parties are accordingly signing this settlement agreement in presence of their respective counsels and witnesses to authenticate their will to comply the same, as agreed above.

(viii) Both the parties further agree that while carrying out the above said stipulations, no party should take advantage of their own wrong or ill doings.

(ix) Both parties agree to cooperate with each other and do all acts required to give effect to the terms of this settlement agreement.

(x) Both the parties have amicably settled and agreed to file the mutual divorce without any further terms, alimony or any such claim and to obtain decree of divorce.

(xi) Both the parties have agreed that their life will be independent and they can get married of their choice and no hindrance or any such tactics should



be done to affect each other's life.

(xii) Both the parties have agreed that they will not demand any kind of property, claim, maintenance and whatsoever in future.

(xiii) Both the parties agree that if they have any personal data, photograph or record, that will be destroyed, with condition not to use to discard other parties' reputations.

(xiv) That respective parties have agreed to withdraw their all-respective cases within April, 2022.”

4. In view of the settlement between the parties,

This application is allowed and the entire proceedings of *Sadar P.S. Case No. 300 of 2021, corresponding to G.R. Case No. 6341 of 2022 and the Complaint Case No. 1252C of 2017* are hereby quashed against all the accused persons.

(Sandeep Kumar, J)

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