

Form J(1)

**IN THE HIGH COURT AT CALCUTTA
Criminal Revisional Jurisdiction
Appellate Side**

**Present :
The Hon'ble Justice Bibek Chaudhuri**

CRR 827 of 2023

**Gaurav Ravi Wankhede
Vs.
The State of West Bengal and Anr.**

Mr. Kallol Mondal
Mr. Krishan Ray
Mr. Souvik Das
Mr. Shamsheer Ansari
Mr. Ayan Mondal
..for the petitioner

Item No. M.L. 08.

Heard & Judgment on: 08.05.2023

Bibek Chaudhuri, J.

The opposite party No.2 filed a complaint against the petitioner/husband and other matrimonial relations in the jurisdictional P.S. which resulted in initiation of Gariahat P.S. Case No. 204 of 2016 under Sections 498A/406/120B of the Indian Penal Code corresponding to CGR Case No. 5356 of 2016. During investigation, it

is submitted by the Learned advocate for the petitioner that the dispute between the husband and wife was amicably settled and as per such settlement the petitioner paid huge amount of money which the opposite party No.2 received executing money receipt. Subsequently, on 1st May, 2018 the opposite party No.2 issued a letter to the Investigating Officer stating, inter alia, that the dispute has been amicably settled in view of a Memorandum of Understanding executed by and between them. She also clearly stated in view of the Memorandum of Understanding. On the basis of such letter police submitted final report against the accused persons. However, the opposite party No.2 filed a 'Naraji' petition stating, inter alia, that the petitioner did not care to put his signature on the Memorandum of Understanding and due to such refusal a case under Sections 498A/406 of the Indian Penal Code are proceeded against the petitioners. Said 'Naraji' petition was allowed by the learned Magistrate and a direction was passed for further investigation.

It is the prayer of the petitioner that further investigation cannot be directed under the facts and circumstances of the case where the petitioner has admittedly paid huge amount of money against the receipt issued by the opposite party No.2.

However, this Court is of the view that settlement of the case depends upon execution of MOU. The said MOU is not before this

Court. It is not clear whether the petitioner has performed his part of obligation entirely or not.

Considering such circumstances of the matter, I do not find any merit in the instant revision and accordingly, the instant revision is summarily dismissed.

(Bibek Chaudhuri, J.)