

IN THE HIGH COURT OF JUDICATURE AT PATNA
CIVIL MISCELLANEOUS JURISDICTION No.931 of 2017

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Niranjan Kumar, S/o Sri Umakant Prasad Sinha, C/o Sri Rajesh Kumar Sinha
R/v Sudarshan Bihar South East Corner Patna Central School, P.S.-
Kankarbagh, District and Town- Patna.

... .. Petitioner/s

Versus

1. Baby Sapana, D/o Sri Alok Prasad, Wife of Sri Niranjan Kumar, Resident of
Devi Asthan Lane Chiraiyatar, P.S.- Jakkanpur, District and Town- Patna.
2. Arya Ranjan @ Pari D/o Niranjan Kumar, Resident of Devi Asthan Lane
Chiraiyatar, P.S.- Jakkanpur, District and Town- Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Sunil Kumar, Advocate
For the Respondent/s : Mr.Sanjay Prasad, Advocate

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CORAM: HONOURABLE MR. JUSTICE ARUN KUMAR JHA
ORAL ORDER

12 29-04-2024 Present petitioner-Niranjan Kumar and respondent-

Baby Sapna in person along with their respective learned
counsels.

2. Today, 4th supplementary affidavit enclosing with
compromise agreement has been filed, which is taken on record.

3. Both the parties submit before this Court that they
have resolved their dispute and the matter has been settled
between the parties in terms of their compromise agreement
which has been filed as a part of 4th supplementary affidavit
filed on behalf of the petitioner.

4. The learned counsels appearing on behalf of the
parties submit that compromise agreement along with joint



affidavit of the parties would also be placed on record in course of the day. The learned counsels further submit that the matter may be disposed of in terms of settlement.

5. The instant petition under Article 227 has been filed by the petitioner for setting aside the order dated 05.11.2016 passed by the learned Additional Principal Judge, Family Court, Patna in connection with Maintenance Case No.1850(M) of 2014 under Section 125 of the Code of Criminal Procedure by which petition dated 11.06.2015 filed on behalf of the respondents for interim maintenance was allowed, directing the petitioner to pay Rs.10,000/- per month to the respondent no.1 and Rs.2,000/- per month for the respondent no.2, total Rs.12,000/-per month payable to the respondent no.1 as interim maintenance besides the cost of litigation amounting to Rs.5,000/-.

6. Thereafter, on different dates, reconciliation has been taken place between the parties and now the parties have agreed to resolve the dispute by mutual consent on the following terms and conditions :

“1. That the parties have now decided to settle dispute and dissolve the marriage by Decree of Divorce by mutual consent. The marriage was solemnized dated 04-12-2011 according to Hindu rites and rituals. A daughter



namely Arya Ranjan @ Arya Sinha @Pari was born on 18-02-2013 with wedlock of both the parties.

2. That mutual consent compromise deed has been executed between the parties without any pressure, force, coercion or undue influence.

3. That both the parties agree to settle their dispute and withdraw all the criminal and civil cases instituted by both the parties on the following terms and conditions:-

4. That the in compliance of the order dated 18.12.2023 passed in Civil Misc No. 931/2017, the petitioner shall pay dues maintenance amount of Rs. 6,00,000/- (Six lacs) in 24 equal installment of Rs. 25,000/ (Twenty Five Thousand) per month in the bank account of Second Party. The petitioner will deposit Rs. 5000 (Five Thousand rupees) per month as maintenance for minor daughter namely Arya Sinha till she attains age of majority which is 18 years under law in the joint bank account of Second Party and Arya Sinha @ Arya Ranjan @ Pari.

5. That in pursuance of the order of the Hon'ble court dated 04-01- 2024 earlier dues maintenance amount for minor daughter namely Arya Sinha @ Arya Ranjan @ Pari Rs 2,00,000 (Two Lacs Rupees) has been deposited in the joint account of Baby Sapna and daughter Arya Sinha @ Arya Ranjan @ Pari.

6. That the petitioner will withdraw



case No. 1274(C)/2024 pending in the Court of Learned Chief Judicial Magistrate, Patna, U/S-406, 494, 496/34 of I.P.C against Baby Sapna.

7. That the petitioner will take appropriate steps for withdrawal of Criminal Case No. 15577/2017 filed by Sangita Sinha (Maternal Aunty) of the petitioner before the Court of Learned Judicial Magistrate, Civil Court, Lucknow, Uttar Pradesh.

8. That the Second Party will withdraw Maintenance case No. 1850(M)/2014 pending in the Court of Learned Additional Principal Judge Family Court, Patna and Complaint Case No. 25517(C)/2014 pending in the Court of Learned Chief Judicial Magistrate, Patna.

9. That the First Party and Second Party shall file mutual consent petition for passing Divorce Decree before the Court of Learned Additional Principal Judge, Family Court, Patna in Matrimonial Divorce Case No. 6089/2014. However, for the final settlement of the cases it has been agreed that the First Party Niranjana Kumar will pay Rs. 6,00,000/- to the 2nd Party Baby Sapna in installments. The First Party will try its best to pay entire amount as early as possible and the 2nd Party will take every step to withdraw her cases mentioned above filed against the First Party. The final installment of Rs. 3,00,000/- (Three Lakhs) would be paid by the First Party to the Second Party at the end of Matrimonial Divorce Case



No. 6089/2014.

10. That it is aspect that First Party and Second Party shall not file any civil or criminal case after final compliance of this mutual agreement.

11. That both the parties shall abide full and final terms and conditions of this compromise agreement faithfully. After payment of final settlement both the parties shall withdraw all the criminal and civil cases which are pending in any court between the parties.

12. That both the parties have read over the contents of this mutual consent compromise agreement and have fully understood the same. And found true in the best of knowledge and belief with free consent without any fear and force put their signature in presence of their respective learned Advocate.

7. However, the petitioner assures this Court that he would try to make payment of the settlement amount prior to the date if he is able to make arrangement for finances.

8. In presence of the learned counsel for the parties, this Court asked the petitioner-husband and the respondent-wife as to whether they have signed the compromise agreement on their own volition uninfluenced by any fraud, undue influence, misrepresentation or exertion of any sort. Their answer is that they have signed the compromise agreement voluntarily.



9. Having considered the matter thoughtfully, I am of the view that the compromise agreement between the parties meets the requirement of law and is in their interest.

10. Accordingly, the present petition stands disposed of in terms of the compromise agreement of the parties. The parties are directed to abide by their terms of settlement.

(Arun Kumar Jha, J)

V.K.Pandey/-

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