

**IN THE HIGH COURT OF JUDICATURE AT PATNA
CIVIL MISCELLANEOUS JURISDICTION No.330 of 2021**

Dr. Braj Bhushan Sinha, son of Sri Sheo Prasad Sinha, Resident of Mohalla-
Mangla Ashthan, Ramchandrapur, P.S. Laheri, District- Nalanda.

... .. Petitioner/s

Versus

Binita Sinha, D/o Raj Kishore Prasad Singh, Resident of Village Kosri, P.S.-
Belchi, District- Patna, presently residing at Mohalla Ram Chandrapur, P.S.
Laheri, District Nalanda.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr.Prakash Chandra Agrawal, Advocate

For the Respondent/s : Mr.Rabindra Prasad Singh, APP

CORAM: HONOURABLE MR. JUSTICE DR. ANSHUMAN

ORAL ORDER

13 05-07-2024 Heard learned counsel for the petitioner and learned
counsel for the respondent.

2. The present application has been filed for setting
aside the order dated 03.04.2021 passed by the Principle Judge,
Family Court, Nalanda at Biharshariff in Maintenance Case No.
161(M) of 2017 whereby and whereunder the Court below has
directed to pay a sum of Rs. 35,000/- (Rs. Thirty-Five Thousand
Only) per month to the respondent as maintenance charges.

3. Learned counsel for the petitioner and learned
counsel for the respondent jointly prayed to this Court that
instead of adjudication, they want permanent settlement of this
matter and it is due to this reason, the present case has been



adjourned on many occasions. However, after the intervention of well-wishers of both the parties, both the parties reached a settlement and consequently filed a compromise petition jointly which was executed on 28.06.2024 vide Affidavit No. 4650 dated 28.06.2024. The terms of the compromise have been mentioned as follows :-

“2. That the Matrimonial Case No. 26 of 2014 was filed by the petitioner against O.P. which was decided by court below. The Hon’ble High Court in Miscellaneous Appeal No. 1100 of 2018 vide order dated 17/01/2020 decided the same. The same has attained finality in terms of mutual agreement between the parties. No party would carry this forward or rake up the issue involved in any Court of law or any other forum.

3. That OP has filed a criminal case in Mahila Thana Case No. 12/2018 for offence U/s 498A, 494, 34 which resulted into Acquittal vide order dated 15/02/2024. No party especially O.P. would challenge this order in any forum nor rake up the issue involved in any court of law or other forum.

4. That the petitioner will file appropriate application and extent all support for quashing of complaint Case No. 1248 (C) of 2017 from which a Cr. Misc. No. 19136/2018 which has been filed in the



Hon'ble High Court.

5. That Maintenance Case 161(M) of 2017 giving rise to Misc No. 17 of 2021 giving rise to instant Civil Miscellaneous case is also being given a quietus. Both parties shall abide the judgement of this Hon'ble court and would not rake the up the issue involved.

6. That present case is arising from Maintenance Case No. 161(M) of 2017 in which the court below has directed to pay a sum of Rs. 35,000/- per month.

7. Apart from the above the parties additionally agree :-

i. That petitioner would pay a sum of Rs.11 Lakhs to the respondent by way of one time settlement. The payment would be made through Demand Draft in favour of respondent in before this Hon'ble Court. This will settle all claims, past present and future arising out between the parties.

ii. That petitioner is ready to return all belonging and items that lying in the house of the petitioner.

7. That it has also been mutually agreed that the child will remain in custody, care and control of petitioner Dr. Braj Bhushan Sinha till attaining adulthood. The OP will never make any claim for custody and any claim regarding child in any forum.



8. That parties undertake that they will take proper steps to withdraw/settle all cases which are pending against each other.

9. That as the parties have settled all the civil and criminal disputes and in such view of the matter, either of parties will not file any criminal case, civil case or any cases related to matrimonial matter or any other dispute between the parties.”

4. In the light of the settlement which has been filed in the form of a joint compromise petition, this Court hereby reached ON the conclusion that the question of payment of Rs. 35,000/- (Thirty-Five Thousand Only) per month as ordered in the Maintenance Case No. 161(M) of 2017 shall not arise and in lieu thereof settlement took place as full and final amount total Rs.11,00,000/- (Rupees Eleven Lac only). The said amount has been paid today to the respondent in the Court vide demand draft No. 11605 issued from the Canara Bank in favour of the respondent. The demand draft has been handed over to the counsel for the respondent in the Court itself, who shall acknowledge the receiving in the order sheet. A photocopy of the said demand draft has been kept on record. After receiving the said demand draft the respondent has no grievance and the family Court Bihar Sharif is directed to close the Maintenance



Case No. 161 (M) of 2017 filed under Section 125 of the Cr.
P.C.

5. From the said compromise it also transpires that respondent No.2 shall not make any claim from the petitioner in the future, towards maintenance or enhancement of any maintenance, as the matter has been fully settled in the Court itself and the full and final amount has been accepted by the respondent.

6. In the light of the compromise, the order dated 03.04.2021 passed in Maintenance Case No. 161(M) of 2017 become inoperative and the Court below is directed to close the Matrimonial Case No. 26 of 2014 filed by the petitioner.

7. With the aforesaid observation and direction, the present Civil Miscellaneous Application is disposed off.

(Dr. Anshuman, J)

Ashwini/-

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