

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL REVISION No.1478 of 2019

In
Miscellaneous Appeal No.371 of 2019

Arising Out of PS. Case No.- Year-0 Thana- District- Begusarai

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Surendra Sah, Son of Late Dineshwar Sah @ Dinesh Sah Resident of Village
- Barauni Deodhi, P.S.- Teghra, District- Begusarai

... .. Petitioner/s

Versus

1. Minakshi Chandra, Wife of Surendra Sah, D/O - Sri Yogendra Sah Resident
of Village - Nipania, P.S.- Phulwaria, District- Begusarai
2. Kashish Raj, D/O - Surendra Sah Resident of Village - Nipania, P.S.-
Phulwaria, District- Begusarai

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Ravindra Kumar
For the Respondent/s : Mr.

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CORAM: HONOURABLE MR. JUSTICE BIBEK CHAUDHURI
ORAL ORDER

4 07-02-2024 1. It is submitted by the learned Advocate for the

petitioner that in Mediation Proceeding No. 143 of 2013, arising

out of Cr. Misc. No. 926 of 2013, the following settlement was

arrived at by and between the parties:

“All the cases filed by the Opposite
party or by the petitioner before the Court
below may be withdrawn on the next date fixed
in the Court below”

2. Prior to the settlement as narrated above, the

opposite parties filed Maintenance Case No. 137M of 2012

before the learned Principal Judge, Family Court, Begusarai and

the learned Principal Judge, Family Court by an order, dated

13th of March, 2019, without considering the above settlement,



directed the opposite party/Petitioner No.1 herein, to pay a sum of Rs. 10,000/- per month to the Petitioner No. 1/opposite party herein as maintenance allowance as well as one-time litigation cost to the tune of Rs. 5,000/-.

3. It is contended by the learned Advocate for the petitioner that in mediation, it was settled that all the cases filed by the opposite parties, meaning thereby the Opposite Party No. 1 here or by the petitioner before the Court below, may be withdrawn on the next date fixed in the Court below. It is submitted by the learned Advocate for the petitioner that “All the Cases” include the proceeding under Section 125 of the Cr.P.C., being Maintenance Case No. 137M of 2012. The learned Trial Judge failed to consider the above aspect of the matter, or, in other words, the terms of settlement of the mediation. The maintenance case ought to have been disposed of, taking into consideration the terms of the settlement arrived at in Mediation Proceeding No. 143 of 2013. It is for the Trial Court to decide as to whether the terms of settlement would be applicable in the proceeding under Section 125 of the Cr.P.C. or not. However, non-consideration of such settlement in the mediation proceeding makes the impugned order illegal and passed without considering the materials on record.



4. In view of the above discussion, the order passed in Maintenance Case No. 137M of 2012, dated 13th of March, 2019, by the learned Principal Judge, Family Court at Begusarai, is quashed and set aside.

5. The learned Principal Judge, Family Court at Begusarai, is directed to dispose of the above-mentioned maintenance case after giving opportunity to both the parties to explain the terms of the settlement of Mediation Proceeding No. 143 of 2013. Thereafter, the learned Trial Judge shall take independent decision without being swayed over by any observation of this Court.

6. The instant Revision is accordingly disposed of.

(Bibek Chaudhuri, J)

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