**IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**

**R/CRIMINAL MISC.APPLICATION (FOR LEAVE TO APPEAL) NO. 23366 of 2024**
**In**
**R/CRIMINAL APPEAL/1730/2025**
**With**
**R/CRIMINAL APPEAL NO. 1730 of 2025**
**With**
**CRIMINAL MISC.APPLICATION (FOR STAY) NO. 1 of 2024**
**In**
**R/CRIMINAL APPEAL NO. 1730 of 2025**

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RAJKUMAR J. PATHAK & ORS.

Versus

STATE OF GUJARAT & ANR.

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Appearance:
VISHAL K ANANDJIWALA(7798) for the Applicant(s) No. 1,1.1,1.2
MR P P MAJMUDAR(5284) for the Respondent(s) No. 2
MS JIRGA JHAVERI ADDITIONAL PUBLIC PROSECUTOR for the Respondent(s) No. 1

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CORAM:**HONOURABLE MR. JUSTICE HEMANT M. PRACHCHHAK**

**Date : 29/06/2026**

**ORAL ORDER**

1. The present application is filed by the applicant seeking leave to appeal under Section 419(4) of the Bhartiya Nagrik Suraksha Sanhita, 2023 against judgment and order dated 4.10.2024 passed by the learned 5th Additional Sessions Judge, Panchamahal, at Godhra (hereinafter be referred to as the "Trial Court") in Criminal Case No.03 of 2024 whereby the learned trial Court had acquitted the respondent - accused for the offence under Section 138 of the Negotiable

Instruments Act, 1881 (hereinafter referred to as the 'NI Act' for short).

2. At the outset, it is submitted that during the pendency of the present appeal, the parties have amicably settled the dispute outside the Court and have entered into a consensus agreement. The said agreement is in the vernacular language and has been duly executed and signed by both parties on 19.04.2026.

3. The copy of the consensus agreement dated 19.04.2026 is taken on record.

4. The English translation of the said consensus agreement reads as under:

> *"This Settlement Deed is executed today, on the date 19/04/2026, voluntarily, with clear understanding, and without any pressure, enticement, or illusion between the parties mentioned below.*
>
> *Party No. 1:-*
>
> *Mr.Pravinkumar Dilipkumar Patel, Age: 39 years,*
> *Occupation: Business, Resident of: Brahman Faliyu, Sureli, Taluka: Kalol, District: Panchmahal.*
>
> *Party No. 2:-*
>
> *Mr. Ashutosh Rajkumar Pathak*
> *(son of the deceased Jagdishchandra Pathak), Age: 46 years, Occupation: Service, Resident of: D-131/132, Akshardham Society, behind Swaminarayan Temple, Diwalipura, Vadodara.*
>
> *Preamble:-*
>
> *1. Previously, there was a financial transaction between the deceased Rajkumar Jagdishchandra Pathak and the first party, and in that context, cases, suits, and other proceedings under Section 138 of the Negotiable Instruments Act had taken place.*
>
> *2. During the lifetime and after the demise of the deceased Rajkumar Jagdishchandra Pathak, various allegations, applications,*

*and representations were made by the first party against the second party.*

*3. Now, following discussions, clarifications, and understanding facilitated through the mediation of friends, advocates, and neutral persons, a complete and final settlement has been reached between both the parties.*

*Terms and Conditions:-*

*1. The first party explicitly declares that whatever allegations, complaints, applications, or representations he has made so far before any court, judicial, quasi-judicial authority, police station, or any other competent authority against the second party and the deceased Rajkumar Pathak, he withdraws all of them unconditionally, completely, and with a clear understanding.*

*2. The first party acknowledges that in the financial transaction that took place between the deceased Rajkumar Pathak and the first party, the second party Mr.Ashutosh Rajkumar Pathak was not directly or indirectly involved in any way.*

*3. The first party acknowledges that the allegations made earlier were based on misunderstanding and assumptions, and now he completely, voluntarily, and without any pressure withdraws all those allegations.*

*4. The first party gives assurance, trust, guarantee, and confidence to the second party that in the future, with reference to the above transaction, he will not file any new complaint, case, application, or representation of any kind, and will voluntarily, without any pressure, withdraw all the representations that have been made.*

*5. There was no financial transaction between both the present parties, and whatever allegations were made against Ashutosh Pathak regarding the transaction involving the deceased Rajkumar Pathak, Pravinkumar Patel withdraws all of them without any hesitation.*

*6. Both parties agree that this settlement deed will be used wherever necessary and produced before the concerned court or authority to bring an end to all pending or prospective proceedings, and it is to be produced to record an amicable settlement for the withdrawal of the allegations made.*

*7. After this settlement, both parties shall not initiate any kind of allegations, counter-allegations, defamation, civil, or criminal proceedings against each other, directly or indirectly.*

*8. Based on this settlement deed, whatever direct and*

*indirect disputes and allegations against each other exist between the parties and between Pravinkumar Patel and Rajkumar Pathak, and whatever litigation there is, shall be amicably settled and brought to an end.*

*9. Based on this settlement deed document, it is clarified that no proceedings of any kind will be initiated by the parties themselves or through other persons.*

*Final Condition:-*

*This settlement deed shall remain final, binding, and legally enforceable for both parties.*

*We, both the parties, have executed the above deed having read, understood, and considered it, in a sober condition, voluntarily, and without any kind of coercion or pressure, which is and shall remain accepted, approved, and binding upon both of us parties as well as the heirs and successors of both of us parties.*

*Place :*
*Date : 19/04/2026."*

5. In view of the aforesaid settlement arrived at between the parties, the present Application for Leave to Appeal, the main Criminal Appeal, as well as the Criminal Miscellaneous Application for Stay, stand disposed of in terms of the consensus agreement. However, the observations made by the Trial Court in the operative part of paragraph 6 of the order dated 04.10.2024 are hereby quashed and set aside.

**(HEMANT M. PRACHCHHAK,J)**

SURESH SOLANKI

Original copy of this order has been signed by the Hon'ble Judge.
Digitally signed by: SURESHKUMAR MOTIBHAI SOLANKI(HC00208), PRINCIPAL PRIVATE SECRETARY, at High Court of Gujarat on 01/07/2026 13:21:54