

# **Fasihurrahmana And Another vs State Of U.P. Thru. Prin. Secy. Home ... on 1 May, 2025**

**Author: Alok Mathur**

**Bench: Alok Mathur**

HIGH COURT OF JUDICATURE AT ALLAHABAD, LUCKNOW BENCH

?Neutral Citation No. - 2025:AHC-LK0:25663

Court No. - 12

Case :- APPLICATION U/S 482 No. - 7770 of 2024

Applicant :- Fasihurrahmana And Another

Opposite Party :- State Of U.P. Thru. Prin. Secy. Home Deptt. Lko. And Another

Counsel for Applicant :- Iqbal Ahmad, Mohd. Kumail Haider, Syed Hasan Ejaz

Counsel for Opposite Party :- G.A., Jai Vardhan Srivastava

Hon'ble Alok Mathur, J.

1. Heard Sri Iqbal Ahmad, learned counsel for the applicants as well as Learned A.G.A. for the State of U.P. and Sri Jai Vardhan Srivastava, learned counsel appearing for opposite party no. 2.

2. By means of present application under Section 482 Cr.P.C. (now Section 528 of BNSS), the applicants have prayed for setting aside the summoning order dated 15.05.2024, passed by the Civil Judge (Junior Division), Utraula, Balrampur in Complaint Case No. 1286 of 2002, under Section 498A, 323, 504, 506 IPC and Section 3/4 of Dowry Prohibition Act, Police Station - Utraula, District - Balrampur whereby the applicants have been summoned in the aforesaid case. It is further prayed, that since the parties have entered into settlement agreement the aforesaid summoning order may

be set aside in the light of settlement agreement dated 22.01.2025. The settlement agreement is available on record.

3. It has been contended by learned counsel for the applicants that this Court by means of order dated 22.10.2024, directed the parties to appear before Mediation and Conciliation Center of this Court on 06.11.2024 for participating in the mediation process. In compliance of aforesaid order, the parties appeared before the Mediation Center on the date fixed and after certain deliberations and discussion the parties arrived at settlement agreement and a report dated 22.01.2025, of the Mediation and Conciliation Center High Court Lucknow Bench, Lucknow to this effect has been submitted for perusal of this Court. Therefore, the impugned order passed in the aforesaid case may be set aside in view of the settlement agreement dated 22.01.2025.

4. Learned counsel for the revisionist in support of his contention has placed reliance on the judgment of Hon'ble Apex Court in the case of Manoj Sharma Vs. State, (2008) 16 SCC 1, Narinder Singh Vs. State of Punjab, (2014) 6 SCC 466 and Yogendra Yadav Vs. State of Jharkhand, (2014) 9 SCC 653 and has submitted that the revisionist as well as opposite party no. 1 have settled the dispute and as such opposite party no. 1 does not want to litigate any further against the revisionist.

5. Learned counsel appearing for opposite parties has no objection in case the impugned order passed in the aforesaid case is set aside in the light of the settlement agreement dated 03.03.2025.

6. Heard learned counsel for the parties and perused the record.

7. From the perusal of the record it is apparent that the parties have entered into settlement agreement and have settled their dispute amicably. The terms of settlement agreement dated 22.01.2025, are quoted herein below :-

"A) That the parties have decided to live together happily and peacefully and to perform their matrimonial obligation/duties with utmost respect, love and affection towards each other.

B) That both the parties have agreed that they will not misbehave or harass each other or their respective family members. The parties have agreed that they will not indulge in any mental or physical cruelty against each other while performing their matrimonial obligations.

C) That both the parties have agreed that they may visit the house of their in-laws as per their own wish and the parties will not force each other to visit the house of their in-laws.

D) That the first party has agreed that the second party will be free to go to her parents house and come back on her own and that first would not have any objection in this regard.

E) That both the parties have agreed that they would live together in future in a separate house and not in the parental house of the first party. The first party has arranged a separate house for living together with the second party. The second party has agreed to go with the first party today itself for performance of her matrimonial obligations.

F) That the First Party/husband has agreed to take good care of the second party and to bear all the financial and other responsibilities of the Second party/wife.

G) That the first party has agreed to pay Rs.1500/- per month towards personal expenses of the second party and will also provide a keypad mobile phone for usage of the second party.

H) That the parties have also agreed to not allow any of their family member to interfere in their peaceful living.

I) That the Second Party has agreed that she will not pursue the proceedings of Complaint Case No. 1286/2020, U/S 498A, 323, 504, 506 IPC and Section 3/4 of D.P. Act, P.S. - Utraula, Balrampur and she shall have no objection if the Application U/S 482 No. 7770 of 2024 (Fasihurrahmana and Another Vs. State of U.P. and Another) and the case(s) filed by her against the first party are decided by the Hon'ble Court in terms of this settlement agreement.

J) The parties have agreed that apart from aforementioned case, if any other criminal/civil case(s) is/are pending between the parties or against their family members with regard to the present dispute, both the parties shall get the same disposed off in terms of this Settlement Agreement.

K) That it is also agreed between the parties that henceforth no case will be instituted by them against each other or any of their respective family members in future in the form of criminal or civil proceedings in respect of present dispute.

L) That both the parties shall be bound by the terms and conditions of this Settlement Agreement in strict sense. In case of any default, the party committing default shall be liable for playing fraud with the Court, hence for contempt of the Court."

8. In this regard, the view taken by the Apex Court in the case of Manoj Sharma Vs. State (supra), Narinder Singh Vs. State of Punjab (supra) and Yogendra Yadav Vs. State of Jharkhand (supra), which have been relied upon by the learned counsel for the applicants finds force that this Court in exercise of its inherent power under Section 482 Cr.P.C. can set aside the impugned order, as the dispute has been amicably settled between the parties.

9. In the light of the fact that the settlement has arrived at between the applicants and the private opposite party and does not effect the public at large, and would only amount to private dispute between the parties, no useful purpose will be served by allowing the applicants to be prosecuted any further, therefore the impugned summoning order dated 15.05.2024, passed by the Civil Judge (Junior Division), Utraula, Balrampur in Complaint Case No. 1286 of 2002, under Section 498A, 323, 504, 506 IPC and Section 3/4 of Dowry Prohibition Act, Police Station - Utraula, District - Balrampur, alongwith entire proceedings of the aforesaid case, is hereby set aside.

10. Accordingly this application under Section 482 Cr.P.C., is allowed.

Order Date :- 1.5.2025 A. Verma (Alok Mathur, J.)