

# **Dr. Arunabh Ray vs State Of U.P. Thru. Prin. Secy. Deptt. ... on 3 March, 2025**

**Author: Saurabh Lavania**

**Bench: Saurabh Lavania**

HIGH COURT OF JUDICATURE AT ALLAHABAD, LUCKNOW BENCH

Neutral Citation No. - 2025:AHC-LKO:12759

Court No. - 12

Case :- APPLICATION U/S 482 No. - 1826 of 2025

Applicant :- Dr. Arunabh Ray

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

Counsel for Applicant :- Ashok Kumar Mishra

Counsel for Opposite Party :- G.A.

Hon'ble Saurabh Lavania,J.

1. Vakalatnama filed on behalf of opposite party No.2 by Shri Pankaj Kumar, Advocate, is taken on record.
2. Heard learned counsel for the applicant, learned AGA for the State of U.P. as well as learned counsel for the opposite party No.2 and perused the record.
3. The present application under Section 482 Cr.P.C. has been filed for the following main relief:-

"Wherefore, it is most respectfully prayed that this Hon'ble Court may graciously be pleased to quash the entire proceeding of impugned criminal case No.611 of 2022 along with impugned charge sheet dated 18-06-2022 arising out of Case Crime

No.233 of 2021, under sections- 498-A, 323, 506, I.P.C., Police Station - Sushant Gold City, District - Lucknow pending before the Chief Judicial Magistrate, Lucknow in view of compromise dated 29-03-2023, done before Medication Centre of this Hon'ble Court in the interest of justice."

4. It appears that on the basis of the submissions made by the learned counsel for the applicant, this Court vide its order dated 13.01.2023, passed in Criminal Misc. Writ Petition No. 9281 of 2022 referred the matter to Mediation Centre of this Court so as to carve out possibility of amicable settlement of dispute between the parties.

5. It also appears that in compliance of order of this Court dated 28.11.2024, a SETTLEMENT AGREEMENT has been entered into between the parties on 08.01.2025 thereby indicating that the parties were present and they have admitted that they have entered into an agreement voluntarily.

6. The relevant contents of the SETTLEMENT AGREEMENT are extracted hereunder:-

A). The parties have agreed to live together alongwith their son-Rayans Ray aged about 04 years. The parties have further agreed that the First Party(wife) can continue to live peacefully with the Second Party (husband) and their son Rayans Ray at Flat No. 501, Almond C, Omaxe Residency II, Arjunganj, Lucknow owned by Second Party. It is further agreed that the First Party will continue to enjoy the right of Residence, alongwith her son-Rayans Ray in the Flat as mentioned above or any other premise in which the family of Second Party i.e. First Party, Second Party and their son decide to shift in future.

B). The Second Party has agreed that he shall not subject the First Party to any kind of Domestic Violence and the First Party has agreed that she shall not subject the Second Party to any kind of mental or physical cruelty.

C) Both the parties agree to live peacefully with each other with dignity, love and affection which is expected between married couple.

D) The Second Party agrees that he shall continue to support financially his family i.e. First Party and their son.

E) It is agreed between the parties that Second Party shall not force the First Party to reside in Jamsedpur.

F) The parties agree that at all times the custody of their child shall be with the mother and father, and at no point of time the custody of the child will be taken away from the parents without the consent of the mother i.e. Second Party.

G) The Second Party agrees to co-operate in completion of all the formalities, including signing of documents and consents, to enable the First Party to get her

Visa-extended/seek O/C status in India/seek Indian citizenship, as the case may be and opening of bank A/c, etc. H) That in view of the above, the parties agree not to press any charge against each other. They further agree to withdraw all charges and complaints which they have lodged against each other. The details of the such cases are as under:

a) Writ Petition No. 13247(HABC) of 2021 (Master Rayan Ray through mother Shouka Arabi vs. State of U P and other) pending before Hon'ble Allahbad High Court, Lucknow.

b) APPLICATION U/S 482 Cr. P. C. No. 1182 of 2022 (Smt. Shouka Arabi vs. State of U. P. and other) pending before Hon'ble Allahbad High Court, Lucknow.

I). They also agree that they shall have no objection if the cases instituted by them against each other are quashed/closed by the Hon'ble Court in terms of this settlement agreement for which they shall pray to the Hon'ble Court/competent authority, if necessary. The details of such cases are as under:

(i) FIR No. 233 of 2021 U/Ss 498A, 307 I.P.C. P.S. Sushant Golf City, Lucknow pending before ACJM, IIrd, Lucknow.

(ii) FIR No.51 of 2022 U/S 427, 386, 380, 506, 504, 452 I.P.C. P. S.- Sushant Golf City, Lucknow pending before ACJM IIIrd, Lucknow.

(iii) FIR No. 254 of 2022 U/S 13, 14, Foreigners Act 1944 read with U/S 12 (1A) Passport Act 1967 and U/S 5(1) U.P. Prohibition of Unlawful Conversion Ordinance, 2020 at P. S. Mahanagar, Lucknow pending before C.J.M. Lucknow.

Besides the above if any other case is filed between both the parties the same shall be withdrawn by concerned party in terms of this agreement.

J) That it is also agreed between the parties that neither they themselves nor any member of their respective families shall institute any case in the form of criminal or civil proceedings against each other or any of their relative or family members in future in respect of their present dispute or any matter incidental thereto in any Forum/Court, and if any proceeding has already been initiated the same would get disposed of in terms of this settlement/agreement.

K) That both the parties understand, agree and further bind themselves that if either of the parties rescinds or does not follow the conditions stipulated herein above, such act shall entail appropriate legal action.

7. By signing this Agreement the Parties hereto state that they have no claims or demands against each other with respect to CRIMINAL MISC. WRIT PETITION No. 9281 of 2022 (Shouka Arabi Vs. State of U. P. And Others) and all disputes and differences in this regard have been amicably settled

by the Parties heretothrough the process of Conciliation/Mediation.

In WITNESS WHEREOF the First Party and Second Party have signed this agreement with free will without any pressure, force and coercion with the help of the Mediator."

Lucknow:S.K.P. Date :29.03.2023"

7. Considering the aforesaid as also the submissions made by learned Counsel for the parties as also the observations made by Apex Court in the case of State of Karnataka Vs. L. Muniswamy and Others, 1977 (2) SCC 699; State of Haryana Vs. Bhajan Lal and Others, 1992 Supp (1) SCC 335; Prashant Bharti Vs. State (NCT of Delhi), (2013) 9 SCC 293; Rajiv Thapar and Ors. Vs. Madan Lal Kapoor, (2013) 3 SCC 330; Ahmad Ali Quraishi and Ors. Vs. State of Uttar Pradesh and Ors. (2020) 13 SCC 435, according to which inherent power under Section 482 Cr.P.C. (akin to Section 528 BNSS, 2023) could be exercised to prevent abuse of process of any Court or otherwise to secure ends of justice, as also the observations made by Apex Court in the case of Ramgopal and others Vs. State of Madhya Pradesh, (2022) 14 SCC 531, Gian Singh Vs. State of Punjab [2012 10 SCC 303], Mohd. Ibrahim Vs. State of U.P., 2022 SCC Online ALL 106, Gold Quest International Ltd. Vs. State of Tamilnadu, 2014 (15) SCC 235, B.S. Joshi Vs. State of Haryana, 2003 (4) SCC 675, Jitendra Raghuvanshi Vs. Babita Raghuvanshi, 2013(4) SCC 58, Madhavarao Jiwajirao Scindia Vs. Sambhajirao Chandrojirao Angre, 1988 1 SCC 692, Nikhil Merchant Vs. C.B.I. and another, 2008(9) SCC 677, Manoj Sharma Vs. State and others, 2008(16) SCC 1, State of M.P. Vs. Laxmi Narayan and others, 2019(5) SCC 688, Narindra Singh and others Vs. State of Punjab and another, (2014) 6 SCC 466, Manoj Kumar and others Vs. State of U.P and others (2008) 8 SCC 781, Union Carbide Corporation and others Vs. Union of India and others (1991) 4 SCC 584, Manohar Lal Sharma Vs. Principal Secretary and others (2014) 2 SCC 532 and Supreme Court Bar Association Vs. Union of India (1998) 4 SCC 409, according to which, in given facts, based upon the settlements between the parties the criminal proceedings can be quashed, as also the nature of dispute/crime, this Court is of the view that the present application is liable to be allowed as chances of ultimate conviction are extremely bleak and hence no useful purpose would be served by allowing the criminal proceedings to continue.

8. Accordingly, present application is allowed. Consequently, the entire proceedings of Criminal Case No.611 of 2023, arising out of Case Crime No.233 of 2021, under sections- 498-A, 323, 506 I.P.C., Police Station - Sushant Golf City, District - Lucknow, pending before the Chief Judicial Magistrate, Lucknow, quoted above, are hereby quashed qua the applicants.

9. Office/Registry is directed to send the copy of this order to the court concerned through email/fax for necessary compliance.

Order Date :- 3.3.2025 ML/-

