

# **Vivek Pati Tripathi And 2 Others vs State Of U.P. And Another on 4 February, 2025**

**Author: Manju Rani Chauhan**

**Bench: Manju Rani Chauhan**

HIGH COURT OF JUDICATURE AT ALLAHABAD

?Neutral Citation No. - 2025:AHC:15556

Court No. - 52

Case :- APPLICATION U/S 482 No. - 32186 of 2024

Applicant :- Vivek Pati Tripathi And 2 Others

Opposite Party :- State of U.P. and Another

Counsel for Applicant :- Neeraj Singh, Sanjay Kumar Mishra

Counsel for Opposite Party :- G.A.

Hon'ble Mrs. Manju Rani Chauhan, J.

1. Heard Mr. Neeraj Singh, learned counsel for the applicants, learned A.G.A. for the State and perused the records.

2. This application u/s 482 has been filed by the applicant with the prayer to quash the charge-sheet dated 25.12.2022, cognizance/ summoning order dated 27.07.2024 as well as entire proceedings of Case arising out of case crime No. 449 of 2022, under Sections 498-A, 323, 504, 506 of Indian Penal Code and Section 3/4 of Dowry Prohibition Act, registered at Police Station- Bansgaon, District- Gorakhpur, pending in the court of A.C.J.M., Bansgaon, Gorakhpur, on the basis of settlement agreement.

3. On 01.10.2024, the following order was passed in the matter:-

"Heard Sri Neeraj Singh, learned counsel for the applicants and Sri Chhavi Pal Singh, learned A.G.A. for the State.

The present 482 Cr.P.C. application has been filed to set-aside the entire proceedings of Case arising out of case crime No. 449 of 2022, under Sections 498-A, 323, 504, 506 of Indian Penal Code and Section 3/4 of Dowry Prohibition Act, registered at Police Station- Bansgaon, District- Gorakhpur, pending in the court of A.C.J.M., Bansgaon, as well as order dated 27.07.2024.

Learned counsel for the applicants submits that the matter relates to matrimonial dispute and applicant no. 1 (husband) is ready and willing to settle the dispute amicably and keep the opposite party no. 2 with him. In order to show his bona fides the applicant no. 1 is ready to deposit Rs. 30,000/- to be handed over to the wife on her first appearance. Learned counsel for the applicant urged that the case may be referred to the Mediation Centre of this Court so that the couple may have a chance to settle their dispute on their own terms through mediation.

The Court is also satisfied on the basis of record and the submissions made before it that the nature of litigation is such that there is a chance to resolve the matter through process of mediation and an attempt ought to be made to explore that possibility.

Accordingly, the matter is being referred to the Mediation and Conciliation Centre, High Court, Allahabad. The applicant no. 1 will deposit Rs.30,000/- within three weeks at the Mediation Centre. In case the amount is deposited, the Mediation Centre will issue notices to both the parties returnable within a period of four weeks. Out of the same, Rs.27,000/- shall be handed over to the wife on her first appearance with regard to her maintenance and minimum expenses. Rs. 3,000/- will remain deposited with the Mediation Centre.

The mediator is allowed three months' time to find out possible solution of the dispute between the parties and send his report to the court regarding the outcome of mediation.

Put up this case as fresh on 4.2.2025, along with report of the mediator.

Till the next date of listing, proceeding of aforesaid case shall remain stayed against the applicants.

It is made clear that in case of default in depositing the amount as ordered above or on non-participation of the applicant in the mediation proceedings, the interim stay order shall stand automatically vacated.

This case shall not be treated as tied up or part heard to this Court."

4. In compliance of the aforesaid order the parties have appeared before the Mediation and Conciliation Centre of this Court and have arrived at a settlement agreement dated 22.12.2024. The mediation report dated 22.12.2024 as well as settlement agreement is part of the record. According to which the applicant no. 1 and opposite party no.2 have decided to live together as husband and wife forgetting all previous disputes and differences on the following terms and conditions:-

"7. In view of the Interim Settlement dated 01.12.2024, the following settlement has been arrived at between the Parties hereto:-

a) That both the parties have stated that they are living together as husband and wife in perfect harmony forgetting all previous disputes and differences and they undertake to discharge all matrimonial obligations towards each other in respectful manner.

b) That the husband and wife undertake that they shall not take any such action which may hurt either of the party mentally or physically and shall try to satisfy each other by their activities.

c) That the husband undertakes to take care of his wife and their son and provide all essential requirements and amenities to them in future.

d) That the parties further stated to the mediators that they are satisfied with this reunion and further they want to continue it for the rest of their lives.

e) That it has been agreed between the parties that there will be no unnecessary interference of the relatives of either of their peaceful living.

f) That it has also been agreed between the parties that all cases, if any, civil or criminal is pending between the parties against each other regarding present matrimonial dispute shall be withdrawn by the parties concerned as soon as possible in view of this settlement-agreement.

g) That the parties further agreed that they shall not file any fresh case/ complaint against each other regarding present matrimonial dispute in any manner whatsoever."

5. Learned counsel for the applicants submits that since the settlement agreement has arrived at between the parties and one of the terms and conditions is to withdrawal of the cases filed against each other, the entire proceedings of the aforesaid criminal case may be quashed by this Court.

6. Learned A.G.A. for the State could not dispute the submission made by learned counsel for the applicants.

7. This Court is not unmindful of the following judgements of the Apex Court:

- (i). B.S. Joshi and others Vs. State of Haryana and Another; (2003)4 SCC 675,
- (ii). Nikhil Merchant Vs. Central Bureau of Investigation; (2008) 9 SCC 677,
- (iii). Manoj Sharma Vs. State and Others; (2008) 16 SCC 1,
- (iv). Gian Singh Vs. State of Punjab; (2012); 10 SCC 303,
- (v). Narindra Singh and others Vs. State of Punjab; ( 2014) 6 SCC 466,

8. In the aforesaid judgments, the Apex Court has categorically held that compromise can be made between the parties even in respect of certain cognizable and non compoundable offences. Reference may also be made to the decision given by this Court in Shaifullah and Others Vs. State of U.P. & Another; 2013 (83) ACC 278 and Pramod & Another Vs. State of U.P. & Another (Application U/S 482 No.12174 of 2020, decided on 23rd February, 2021) and Daxaben Vs. State of Gujarat, reported in 2022 SCC Online SC 936 in which the law expounded by the Apex court in the aforesaid cases has been explained in detail.

9. Considering the facts and circumstances of the case, as noted herein above, and also the submissions made by the counsel for the parties, the court is of the considered opinion that no useful purpose shall be served by prolonging the proceedings of the above mentioned criminal case as the parties have already settled their dispute.

10. Accordingly, the proceedings of charge-sheet dated 25.12.2022, cognizance/ summoning order dated 27.07.2024 as well as entire proceedings of Case arising out of case crime No. 449 of 2022, under Sections 498-A, 323, 504, 506 of Indian Penal Code and Section 3/4 of Dowry Prohibition Act, registered at Police Station- Bansgaon, District- Gorakhpur, pending in the court of A.C.J.M., Bansgaon, Gorakhpur, on the basis of settlement agreement are hereby quashed.

11. The application is, accordingly, allowed. There shall be no order as to costs.

Order Date :- 4.2.2025 Abhishek Singh