



2026:AHC-LKO:10402-DB

**HIGH COURT OF JUDICATURE AT ALLAHABAD
LUCKNOW**

FIRST APPEAL No. - 41 of 2024

Pranjali Tiwari

.....Appellant(s)

Versus

Mrigank Srivastava

.....Respondent(s)

Counsel for Appellant(s)	: Dwijendra Mishra, Ram Jeet Dubey
Counsel for Respondent(s)	: Devendra Kumar Rai, Ram Kumar Singh, Vishwas Shukla

Court No. - 1

**HON'BLE RAJAN ROY, J.
HON'BLE ABDHESH KUMAR CHAUDHARY, J.**

1. Heard Shri Dwijendra Mishra, learned counsel for the appellant and Shri Achhyutanand Mani Tripathi, Advocate, holding brief of Shri Vishwas Shukla, learned counsel appearing for the sole respondent.

2. This appeal has been preferred by the appellant- **Pranjali Tiwari**, under Section 19(1) of the Family Court Act, 1984 challenging the judgment and order dated 08.01.2024 passed by the Additional Principal Judge, Family Court-5, Lucknow in Old Case No. 244 of 2017, New Case No. 3336 of 2019, CNR No. UPLKO20052222019, under Section 13-A of Hindu Marriage Act.

3. During the proceedings the matter was referred for mediation before the Mediation and Conciliation Center of this Court at Lucknow, vide order dated 10th November, 2025.

The report of the mediator(s) has been received. According to which, the parties have arrived at a settlement. Copy of the Settlement Agreement dated 20.01.2026 duly signed by the mediator(s) and the parties to the dispute has also been placed on record.

4. The Settlement Agreement aforesaid reads as under:-

*" This SETTLEMENT AGREEMENT entered into on 20.01.2026, between Pranjali Tiwari D/o Mahendra Kumar Tiwari W/o Mrigank Srivastava R/o Avinash Niketan Swaraj Colony, Jail Road, Gali No.4, P.S.-Civil Lines, Post-Banda, District-Banda **(First Party)** and Mrigank Srivastava S/o Dinesh Chandra Srivastava R/o H.No.78, Prakash Harmoni Daudiyal Road. Kashipur, Udham Singh Nagar, Uttarakhand **(Second Party)**.*

WHEREAS

- 1. Disputes and differences had arisen between the Parties hereto and First Appeal No.41 of 2024 (Pranjali Tiwari versus Mrigank, Srivastava) was filed before Allahabad High Court, sitting at Lucknow.*
- 2. The matter was referred to Mediation/Conciliation vide an order dated 10.11.2025 passed by Hon'ble Mrs. Justice Sangeeta Chandra and Hon'ble Mr. Justice Amitabh Kumar Rai.*
- 3. The parties agreed that Mr. Ajai Kumar Rai, Advocate and Mr. Dhruv Mathur, Advocate would act as their Mediators/Conciliators.*
- 4. Several meetings were held during the process of Conciliation/Mediation and the parties, with the assistance of the Mediators/ Conciliators, have voluntarily arrived at an amicable solution resolving all their dispute and differences.*
- 5. The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement Agreement in the presence of the Mediators/Conciliators and there is no coercion or undue influence on either of the parties of any kind whatsoever in arriving at this settlement agreement.*
- 6. The following settlement has been arrived at between the Parties hereto :-*
 - A.** That both the parties namely Pranjali Tiwari (First Party) and Mrigank Srivastava (Second Party) stand divorced vide Decree dated 08.01.2024 passed in Old Case No.244 of 2017, New Case No.3336 of 2019 CNR No. UPLKO20052222019 by the Additional Principal Judge,*

Family Court-5 Lucknow and they have agreed to accept the same.

B. *That the Second Party has agreed to pay to the First Party and the First Party has agreed to receive a total sum of Rs.20,00,000/- (Rupees Twenty Lacs only) towards one time full and final settlement of all her claims against the Second Party including temporary/permanent alimony. Out of the said amount of Rs.20,00,000/- (Rupees Twenty Lakhs Only), an amount of Rs 10,00,000/- (Rupees Ten Lakhs Only) has been given to the First party by the Second party via two Demand Drafts, details of which are given hereunder, today i.e. on 20.01.2026 at the time of signing this settlement agreement:*

(i). Demand Draft Number 007542 dated 17.01.2026 amounting to Rs. 5,00,000/- (Five Lakhs Only) drawn on Indian Bank, I.B. Kashipur (2055) issued in favour of Pranjali Tiwari.

(ii). Demand Draft Number 012587 dated 17.01.2026 amount to Rs. 5,00,000/- (Five Lakhs Only) drawn on HDFC Bank issued in favour of Pranjali Tiwari.

C. *That both the parties agree that the remaining amount of Rs.10,00,000/- (Rupees Ten Lakhs Only) will be given to the First Party by the Second Party within a period of one month from the date of signing this settlement agreement i.e. 20.01.2026.*

D. *That it has further been agreed between the parties that the Second Party shall clear the dues upto December 2025, if any, pertaining to maintenance amount to be paid to the First Party in compliance of the order passed by the Additional Principal Judge, Family Court-5, Lucknow dated 08.01.2024 within one week from the date of signing this settlement agreement.*

E. *That both the parties agree that they have exchanged all the articles, clothing, jewelleryes etc. to their utmost satisfaction and there is no outstanding transaction between the parties regarding the same.*

F. *That both the parties agree not to pursue the pending cases, the details of which are given hereunder, and both the parties shall have no objection if the pending cases are disposed off in terms of this settlement agreement.*

a. Case No.3116/2024 Under Section 128 Cr.P.C. (Pranjali Tiwari versus Mrigank Srivastava) pending before Additional Principal Judge, 5th Lucknow.

b. Case No.364/2016 Under 12 of Domestic Violence Act (Pranjul Tiwari versus Mrigank Srivastava) pending before Additional Chief Judicial Magistrate VIII, Lucknow.

In addition to the above mentioned cases, if any other case is pending between the parties and/ or any of their family members, it shall also be disposed of in terms of this Settlement Agreement and both the parties agree to cooperate to end all the litigation between the parties and their family members.

G. That both the parties agree that they shall not pursue Criminal Revision No.354/2024 (Pranjali Versus State of UP. & Another) pending before the Hon'ble High Court and they shall have no objection if the Hon'ble High Court decides Criminal Revision No.354/2024 (Pranjali Versus State of U.P. & Another) is light of this Settlement Agreement.

H. That parties undertake that both the parties will follow all the terms & conditions mentioned above and if any of them fail to do so, he/she will make himself liable for playing fraud with the Court, hence for contempt of the Court.

I. That both the parties agree that they will not have any objection if the Hon'ble Court decides First Appeal No.41 of 2004 (Pranjali Tiwari Versus Mrigank Srivastava) in terms of this settlement 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 or post anything on social media against each other, or any of their relative or family members, in future in respect of instant dispute or any matter incidental thereto or emanating from their marriage and if any proceeding has already been initiated the same would be got disposed off in terms of this settlement agreement.

K. *That both the parties agree that there is no coercion or undue influence on either of the parties of any kind whatsoever in arriving at this settlement agreement.*

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

7. *By signing this agreement the parties hereto state that they have no further claims or demands against each other with respect to the matter involved in First appeal No.41 of 2024 (Pranjali Tiwari Versus Mrigank Srivastava) and all disputes and differences in this regard have been amicably settled by the Parties hereto through the process of Conciliation/Mediation."*

The facts of the aforesaid settlement agreement are admitted by Shri Achhyutanand Mani Tripathi, counsel for the respondent and Shri Dwijendra Mishra, counsel for the appellant.

5. We, accordingly, **dispose of** this appeal in terms of the above-mentioned settlement agreement.

(Abdhesh Kumar Chaudhary,J.) (Rajan Roy,J.)

February 10, 2026

Praveen