



2026:AHC-LKO:19776-DB

**HIGH COURT OF JUDICATURE AT ALLAHABAD
LUCKNOW**

FIRST APPEAL No. - 214 of 2025

Ankit Mishra

.....Appellant(s)

Versus

Poonam Tiwari

.....Respondent(s)

Counsel for Appellant(s)	: Chandra Bhushan Pandey, Mohit Ashok, Pankaj Tewari, Tripti
Counsel for Respondent(s)	: Arundhati Thakur

Court No. - 1

**HON'BLE RAJAN ROY, J.
HON'BLE AMITABH KUMAR RAI, J.**

1. Heard.

2. This is the first appeal challenging the judgment and order dated 07.11.2025 passed in Case No.455 of 2022 under Section 13 of the Hindu Marriage Act , 1955.

3. During pendency of the appeal, the parties have arrived at a compromise. The original compromise is on record. It is dated 10.02.2026. In pursuance to our order dated 10.02.2026, the compromise has been verified by Senior Registrar of this Court at Lucknow on 10.03.2026. The compromise reads as under:-

"COMPROMISE DEED

This settlement is arrived at today i.e. 10.02.2026 between Ankit Mishra, S/o-Sri Avinash Chandra Mishra, R/o-Village-Raniwan Karmajeet, Post-Raniwan, Pargana-Mijhauda, Tehsil-Bhiti, District-Ambedkar Nagar (hereinafter referred to as the First Party) and Poonam Tiwari, D/o-Sri Jagdish Tiwari, R/o-Village-Ahiri Firozpur, Post-Paudhan Rampur, Tehsil-Kadipur, Pargana-Aldemau, District-Sultanpur (hereinafter referred to as the Second Party).

BRIEF BACKGROUND

A situation of misunderstanding and discord had developed between the First Party

and the Second Party during the course of certain matrimonial problem. As an outcome of this discord and misunderstanding between the parties, they are living separately from last four years. Consequently, a Regular Suit bearing No.455/2022, Computer No.361/2022 under Section 13(1) of Hindu Marriage Act, 1955 was filed by the First Party before the Learned Principal Judge, Family Court, District-Ambedkar Nagar and the same was dismissed vide judgment & order dated 07.11.2025, thereafter, First Party has approached this Hon'ble Court by way of First Appeal No.214 of 2025 (Ankit Mishra Vs. Poonam Tiwari), which is pending for adjudication.

Meanwhile, after interference by the elderly persons of both the families, the parties to the present agreement have decided to mutually settle all the disputes between them once and for all. Therefore, they have arrived at a settlement the terms of which are as under:

TERMS OF SETTLEMENT

That since, the parties have no child out of their wedlock and further, both are Teacher at Government Primary School, therefore, foregoing all their rival allegation, it is mutually agreed between the parties that the First Party shall return the gold jewelries, silver ornaments, electronics item and furniture and further pay to the cash amount to the Second Party as full and final payment of all his liability as alimony towards the Second Party;

1. That since, three gold rings, electronics item and furniture are unavailable with the First Party, therefore, First Party shall pay the cost of the said items in tune of Rs.3,30,000/- along with the cash amount of Rs.3,00,000/- to the Second Party.

2. That, in pursuance of aforesaid agreed cash amount, First Party shall pay the total cash amount to the Second Party in tune of Rs.6,30,000/- by way of Bank Draft. Now, the First Party is tendering an amount of Rs.6,30,000/- (Rupees Six Lacs Thirty Thousand only) as payment for the settlement. The Second Party acknowledges the payment, which is being tendered through Demand Draft No.519227, dated 04.02.2026, drawn on State Bank of India, Raebareli City Branch, Code No.11218, in favour of the Second Party;

3. That as stated in the foregoing paragraph, the First Party shall also return the following items of gold jewelries and silver ornaments, the same is described hereunder:

सामान वापसी

आभूषण विवरण

पुरुष की वस्तुएं

अंगूठी- 06 (01 हीरे की अंगूठी सहित)

गले की चेन-01

कलाई घड़ी-01

महिला की वस्तुएं

अंगूठी-01

गले की चेन-01

कान का झाला-01

नाक की कील-01

अन्य सामान

सोने की सलाई-01

चाँदी की तस्तरी-01

चाँदी का नारियल-01

चाँदी की मछली-01

चाँदी का पान-05

चाँदी की सुपारी-05

4. That accordingly, the above stated/described items, are returning by the First Party to the Second Party and Second Party acknowledges the return of the said gold jewelries and silver ornaments.

5. That after the cash payment and return of the gold jewelries and silver ornaments as stated hereinabove, the parties shall have no claim of money against each other;

6. *That after this memorandum of settlement, the parties shall not institute any proceedings i.e. criminal or civil cases against each other before any court of law or authorities.*

7. *That further, parties shall take recourse for dissolution of their marriage by decree of divorce according to the procedure prescribed under Section 13(B) of the Hindu Marriage Act, 1955.*

8. *That both the parties will not interfere in each other's respective lives whether expressed or implied and follow their individual life path in a cordial way without spreading malice for each other in the society.*

9. *That they will not have any financial liability criminal liability legal liability whatsoever towards each other hence forth from this date of agreement/settlement/execution in their following life.*

10. *That additionally, both the parties to the present settlement undertake to maintain cordial relations with each other and to ignore their bitter experiences arising out of the misunderstanding.*

This settlement is signed by the parties today, i.e. 10.02.2026, in presence of their counsels, who witness the agreement and identify the photographs of parties. "

4. In view of the aforesaid, we **dispose of** this appeal in terms of the compromise.

5. Let a decree be drawn accordingly.

(Amitabh Kumar Rai,J.) (Rajan Roy,J.)

March 18, 2026

Shanu/-