



2026:AHC-LKO:20772

**HIGH COURT OF JUDICATURE AT ALLAHABAD
LUCKNOW**

CRIMINAL REVISION No. - 754 of 2025

Subodh Kumar Bajpai

.....Revisionist(s)

Versus

State Of U.P. Thru. Prin. Secy. Home Lko. And
Another

.....Opposite
Party(s)

Counsel for Revisionist(s) : Sanjeev Kumar Pandey, Ram Alok Singh

Counsel for Opposite Party(s) : G., A, Manoj Kumar Dwivedi, Prashant Pandey

Court No. - 12

HON'BLE MANISH MATHUR, J.

1. Heard Mr. Sanjeev Kumar Pandey, learned counsel for the appellant, learned Additional Government Advocate for the State and Mr. Prashant Pandey, learned counsel for opposite party no.2.
2. This Criminal Revision under Sections 397/401 Cr.P.C. (now under Section 439/443 BNSS Appeal has been filed by revisionist against judgment and order dated 07.03.2025 passed by Additional District and Sessions Judge, Court No.18, Lucknow in Criminal Appeal No.159 of 2023 upholding judgment and order dated 30.05.2023 passed by Presiding Officer of Additional Court No.07, Lucknow in complaint Case No.18838 of 2020 convicting revisionist under Section 138 of Negotiable Instruments Act and sentencing him to undergo simple imprisonment of one year and fine of Rs.14,000/- with default stipulation.
3. Earlier vide order dated 01.09.2025, Bail Application of revisionist had been allowed with the sentence being suspended. The dispute had also been referred for mediation for purposes of amicable settlement vide subsequent order dated 18.09.2025.
4. In pursuance thereof, mediation report dated 09.02.2026 has been filed indicating successful completion of mediation with the settlement agreement having been arrived at between appellant and opposite party no.2 on 09.02.2026. The report has been brought on record in original.
5. In view of aforesaid, the following settlement has been arrived at:-

"This SETTLEMENT AGREEMENT entered into on 09.02.2026 between Subodh Kumar Bajpai S/O Late Gokarnan Nath Bajpai, R/O E-3/11, Sector-H. LDA Colony, Kanpur Road, Police Station Ashiyana District-Lucknow (First Party) and Vineet Shukla S/O Late Banshidhar Shukla, R/O E-1/606, Sector-H, LDA Colony, Kanpur Road, Police Station- Ashiyana, District-Lucknow (Second Party).

.....

A. That the First Party has agreed to pay and the Second Party has agreed to receive a total sum of Rs. 11,50,000/- (Rupees Eleven Lakhs Fifty Thousand only) towards one time full and final settlement of all the claims of the Second Party against the First Party in regard to Complaint Case No 18838 of 2020 U/S 138 of N. 1. Act, Police Station-Ashiyana. Lucknow.

B. That out of aforesaid amount of Rs. 11,50,000/- (Rupees Eleven Lakhs Fifty Thousand only) a sum of Rs. 3,93,000/- (Rupees Three Lakhs Ninety Three Thousand Only) has already be paid by the First Party to the Second Party. The Second Party acknowledges receipt of the said payment of Rs.3,93,000/- (Rupees Three Lakhs Ninety Three Thousand Only).

C. That in compliance of Hon'ble Court's order dated 01.09.2025 and 15.09.2025 passed in CRIMINAL REVISION No.754 of 2025 (Subodh Kumar Bajpai Vs State of U.P. & Another), the First Party has deposited a sum of Rs.2,00,000/- (Rupees Two Lakhs only) before the Additional Court No.7, N. 1. Act, Lucknow. The parties have agreed that they shall have no objection if the Hon'ble Court pleases to pass an order to the effect of release of Rs.2,00,000/-(Rupees Two Lakhs only) in favour of the Second Party. The parties have further agreed for adjustment of the amount of Rs.2,00,000/- (Rupees Two Lakhs only) if released in favour of the Second Party towards the aforementioned one time full and final settlement amount of Rs. 11,50,000/- (Rupees Eleven Lakhs Fifty Thousand only).

D. That the balance amount of Rs 5,57,000/- (Rupees Five Lakhs Fifty Seven Thousand only) has also been paid by the First Party to the Second Party today i.e. 09.02.2026 through three Demand Drafts of Rs.5,07,000/- (Rupees Five Lakhs Seven Thousand only) and Rs. 50,000/-(Rupees Fifty Thousand) in Cash. The Second Party acknowledges receipt of Rs.50,000/-(Rupees Fifty Thousand) in cash and the three Demand Drafts. The Details of the Demand Drafts are mentioned here under:

(a) D. D No. 446724 dated 04.12.2025 amounting to Rs 2,07,000/- (Rupees Two Lakhs Seven Thousand only) drawn on Bank of Baroda in the Name of Vineet Shukla

(b) DD No 446729 dated 15.12.2023 amounting to Rs.50,000/- (Rupees Fifty Thousand only) drawn on Bank of Baroda in the Name of Vineet Shukla

(c) DD No. 152784 dated 16.01.2025 amounting to Rs.250,000-(Rupees Two Lakhs Fifty Thousand only) drawn on Bank of Baroda in the Name of Vineet Shukla

E. That the parties have agreed to withdraw/not to pursue the cases filed against each others and against their family members and get the same decided in terms of this settlement agreement. The details of the cases mentioned hereunder:-

(A) Complaint Case No. 18838 of 2020 U/S 138 of N. 1. Act, Police Station Ashiyana Lucknow decided by the Court of Additional Court No. 7, N 1. Act, Lucknow.

(B) Misc Case No 1621 of 2025 for execution in Complaint Case No 18838 of 2020 U/S 138 NI Act Police Station-Ashiyana, Lucknow decided by the Court of Additional Court No.7, N.I. Act, Lucknow.

(C) Criminal Appeal No 159 of 2023 decide by the Court of Additional District & Session Judge.

Lucknow.

(D) Complaint Case No. 3760 of 2025 US 173 (4) and 175 (3) BNSS pending before ACJM (A.P.) Lucknow.

F. The Second Party has also agreed that he will not be having any objection if CRIMINAL REVISION No. 754 of 2025 (Subodh Kumar Bajpai Vs State of UP & Another) is decided by the Hon'ble Court in terms of this settlement agreement.

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

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

1. 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.

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 CRIMINAL REVISION No.754 of 2025 (Subodh Kumar Bajpai Vs State of UP & Another) and all disputes and differences in this regard have been amicably settled by the Parties hereto through the process of Conciliation/Mediation"

6. In view of aforesaid, judgment and order dated 30.05.2023 passed in complaint Case No.18838 of 2020 under Section 138 of Negotiable Instruments Act as well as appellate judgment and order dated 07.03.2025 passed in Criminal Appeal No.159 of 2023 are hereby quashed. The Complaint Case No.18838 of 2020 under Section 138 of Negotiable Instruments Act is also quashed and the revision is **allowed** in terms of the settlement arrived at between the parties dated 09.02.2026 which shall form part of this order.

(Manish Mathur,J.)

March 23, 2026

kvg/-