



2026:AHC:54575

HIGH COURT OF JUDICATURE AT ALLAHABAD

CRIMINAL REVISION No. - 2142 of 2025

Anil Kumar

.....Revisionist(s)

Versus

State Of U.P. And 2 Others

.....Opposite
Party(s)

Counsel for Revisionist(s) : Ayush Kaushik

Counsel for Opposite Party(s) : G.A., Jai Prakash Prasad, Rakesh Yadav

Court No. - 85

HON'BLE MADAN PAL SINGH, J.

1. Heard learned counsel for the revisionist as well as learned AGA and perused the entire material available on record. None has appeared on behalf of the opposite party no. 2 to press the present revision.

2. The instant criminal revision has been preferred against the judgment and order dated 29.03.2025 passed by the Additional Principal Judge, Family Court, Meerut, in Case No. 19 of 2015 (Smt. Seema Vs. Anil Kumar) filed under Section 125 Cr.P.C. whereby the revisionist has been directed to pay maintenance amount of Rs. 15000/- per month to the opposite party no. 2 (wife) and Rs. 10,000/- per month to the opposite party no. 3 from date of filing of the application.

3. Since the revisionist and opposite party no. 2 are husband and wife respectively and the dispute between them was matrimonial in nature, the matter was referred to the High Court Mediation and Conciliation Centre, Allahabad by a Coordinate Bench of this Court vide order dated 24.07.2025.

4. Today on the matter being taken up, learned counsel for the revisionist and AGA submit that pursuant to the order dated 24.07.2025, both the parties appeared before the High Court Mediation and Conciliation Centre, Allahabad and both the parties have entered into settlement agreement before the Mediation Centre on 09.12.2025. The certified copy of the final agreement settlement dated 09.12.2025 has also been brought on record along with the order-sheet of the present criminal revision.

5. For ready reference, the relevant paragraph no.7 of the final settlement agreement is quoted as under:

"(a) That the parties have already settled their dispute and decided to dissolve their

marriage and in this regard they have filed a petition u/s 13-B of the Hindu Marriage Act, before the Principal Judge, Family Court, Meerut, which is registered as Marriage Petition No.2964/2025. The parties shall produce the certified copies of the aforesaid divorce petition and order-sheet at the time of hearing before the Hon'ble Court. The parties agree that they shall not resile from this settlement, in any manner whatsoever and take it to its logical conclusion without causing unnecessary impediment.

(b) That it has been already decided between the parties that the husband would pay an amount of Rs.1,00,00,000/- (Rupees One Crore only) to the wife towards permanent alimony, maintenance including Stridhan and all her other financial claims. The aforesaid amount shall be paid by way of demand draft drawn in her favour. After receiving this amount, she shall not be entitled to claim any further maintenance of any nature whatsoever from the husband and his family member in any manner whatsoever under any circumstances nor she shall stake any claim in the property of husband or his family members under any circumstances or under any law.

(c) That as per Para 7 (c) of the Interim Settlement dated 02.12.2025, the husband has produced a demand draft bearing No 001765 dated 26.11.2025 for Rs 30,00,000/- drawn on Utkarsh Small Finance Bank in favour of Seema Pradhan (wife), which was kept on record and today i.e. 09.12.2025 same is being handed over to the wife and she has acknowledged the receipt of the same.

(d) That as decided in Para 7 (c) of the Interim settlement dated 02.12.2025, today i.e. 09.12.2025, the husband has handed over a demand draft to the O.P No.2 bearing DD. No. 001773 dated 03.12.2025 for Rs 30,00,000/- (Rupees Thirty Lakh only) drawn on Utkarsh Small Finance Bank in favour of Seema Pradhan and she has acknowledged the receipt of the same.

(e) That it has been agreed between the parties that the remaining amount i.e. Rs.40,00,000/- (Rupees Forty Lakh only) shall be paid by Anil Kumar (Revisioinst - Husband) to Smt. Seema (OP No.2-Wife) at the time of final judgment/decreed in the aforesaid Marriage Petition No. 2964 of 2025 before the Family Court, Meerut by way of demand draft of a nationalized bank drawn in her favour.

(f) That it has been agreed between the parties that all civil and criminal cases, if any, filed by them against each other or their family member regarding present dispute shall be withdrawn by the parties concerned by taking appropriate steps before the Court/authority concerned and shall produce the certified copy of the same at the time of hearing before the Hon'ble Court.

(g) That both the parties agree that they have no further claims or liabilities against each other and undertake not to contest any litigation in any manner whatsoever.

related to the instant dispute

(h) That it has been agreed between the parties that they shall not violate the terms and conditions of this settlement."

6. In view of the above Settlement Agreement, learned counsel for the revisionist with reference to the statement of both the parties recorded in settlement agreement that by signing this Agreement the parties hereto state that they have no further claim against each other with respect to the present criminal revision bearing Criminal Revision No. 2142 of 2025 and all disputes and differences in this regard have been amicably settled by the parties hereto through the process of Conciliation/Mediation, the entire proceedings of the aforesaid criminal case may be quashed by this Court.

7. Learned AGA could not dispute the above submission made by the learned counsel for the revisionist.

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

1. B.S. Joshi and others Vs. State of Haryana and Another; (2003) 4 SCC 675, 2. Nikhil Merchant Vs. Central Bureau of Investigation; (2008) 9 SCC 677, 3. Manoj Sharma Vs. State and Others; (2008) 16 SCC 1, 4. Gian Singh Vs. State of Punjab; (2012); 10 SCC 303, 5. Narindra Singh and others Vs. State of Punjab; (2014) 6 SCC 466, and 6. Ramgopal & Anr. Vs. State of Madhya Pradesh; 2021 Legal Eagle (SC) 569.

9. 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.

10. 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.

11. Accordingly, the impugned order dated 29.03.2025 passed by the Additional Principal Judge, Family Court, Meerut, in Case No. 19 of 2015 (Smt. Seema Vs. Anil Kumar) filed under Section 125 Cr.P.C. is, hereby, quashed.

12. This criminal revision is, accordingly, **allowed.**

March 17, 2026
Akbar

(Madan Pal Singh, J.)