



2026:AHC:55919

HIGH COURT OF JUDICATURE AT ALLAHABAD

APPLICATION U/S 528 BNSS No. - 48727 of 2025

Prabhakar Rai

.....Applicant(s)

Versus

State of U.P. and Another

.....Opposite
Party(s)

Counsel for Applicant(s) : Hemant Kumar Singh, Sharad
Chandra Srivastava
Counsel for Opposite Party(s) : G.A., Harendra Yadav

Court No. - 76

HON'BLE NAND PRABHA SHUKLA, J.

1. Heard Mr. Hemant Kumar Singh, learned counsel for the applicant, Mr. Shivam Yadav, holding brief of Mr. Harendra Yadav, learned counsel for the opposite party No. 2, learned A.G.A. for the State and perused the record.

2. The present application under Section 528 B.N.S.S. has been filed to stay the effect and operation of the impugned execution order dated 30.10.2025 passed by Principal Judge, Family Court, Azamgarh in the execution (Izara) Case No. 208 of 2024 (Neeraj Vs. Prabhakar) under Section 128 Cr.P.C. and to grant some more time to deposit the recovery of outstanding maintenance amount of Rs. 3,16,000 in easy installments, awarded by the order dated 30.10.2025 passed by Principal Judge, Family Court, Azamgarh in the aforesaid execution (Izara) Case arising out of Original Case No. 1079 of 2017 (Neeraj Vs. Prabhakar).

3. Learned counsels for the parties submit that in pursuance to the order dated 08.09.2025, the matter was referred to the Mediation and Conciliation Centre and the parties voluntarily and of their own free will have arrived at a settlement vide Settlement Agreement dated 25.02.2026. The contents of Settlement Agreement are as follows:

"(a) That both parties acknowledge that they have been living separately since the year 2017. As of today, both parties are **undecisive regarding**

their future marital status. Consequently, they have mutually agreed to maintain the *status quo* and continue living separately for the time being.

(b) That it has been agreed that in respect of the proceedings under Section 125 Cr.P.C., the applicant-Husband hereby undertakes to strictly comply with the order passed by the Family Court, Azamgarh and shall continue to pay a monthly maintenance amount of Rs. 4,000/- (Rupees Four Thousand Only) to the opposite party No. 2-Wife.

(c) That both the parties are explicitly agree that the current arrangement is temporary and subject to the following future outcomes:

i. Option A (Reconciliation/Reunion): If, at any point in the future, the parties mutually decide to resolve their differences and resume their matrimonial cohabitation, they shall jointly approach the Family Court. In such an event, they will file a formal application/statement to record their Reunion and seek appropriate orders to regularize their marital status as per law.

ii. Option B (Mutual Dissolution): If, after further deliberation, the parties conclude that they cannot live together as husband and wife, they shall have the liberty to seek a Decree of Divorce by Mutual Consent. In such a case, both parties undertake to cooperate in filing the necessary petition u/s 13-B of Hindu Marriage Act before the competent court and appear for all required statements to legally dissolve the marriage.

(d) That as per the order dated 30.10.2025 passed by the Principal Judge, Family court, Azamgarh regarding recovery of outstanding maintenance, today i.e. 25.02.2026 the husband has produced a demand draft bearing No. 779616 dated 23.02.2026 for Rs. 2,16,000/- drawn on Punjab National Bank in favour of Smt. Neeraj and the same is being handed over to Respondent No. 4 and she has acknowledged the receipt of the same.

(e) That it has been agreed between the parties that all civil and criminal cases, if any, filed them against each other regarding present matrimonial dispute shall be withdrawn by the parties concerned by taking appropriate steps before the Court/authority concerned in accordance with their future decision to either reunite or seek a mutual divorce.

(f) 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.

(g) That it has been agreed between the parties that they shall not violate

the terms and conditions of this settlement."

4. Accordingly, the present application under Section 528 B.N.S.S. is, accordingly, **disposed of** with the direction to the Court concerned that the matter be proceeded in terms of the aforesaid Settlement Agreement.

March 18, 2026
Shivani

(Nand Prabha Shukla,J.)