IN THE HIGH COURT OF ORISSA AT CUTTACK

CRLMC No.1030 of 2024
CNR-ODHC010232492024

Dhruba Charan Sahu @ Dolagobinda Sahu .... ***Petitioner***

Represented by Adv.-
Mr. Prasanta Kumar Nayak, Advocate
Ms. Anindita Bisoi, Advocate

-versus-

Surabhi @ Debaki @ Pinki Sahu & another .... ***Opp. Parties***

Represented by Adv.-
Mr. B.S. Dasparida, Advocate

CORAM:
HON'BLE MR. JUSTICE SIBO SANKAR MISHRA

ORDER
08.09.2026
(Hybrid mode)

Order No.

04. **1.** The opposite parties initiated proceeding (C.M.C. No.21 of 2016) under Section 125 Cr. P.C before the Court of the learned S.D.J.M., Rairakhol seeking maintenance from the petitioner. Learned S.D.J.M., Rairakhol vide a detailed order dated 17.04.2023 allowed the petition under Section 125 Cr. P.C. and passed the following order:

"The Misc. Case filed by the petitioners is allowed on contest against the O.P. without cost. O.P. is directed to provide a monthly maintenance of Rs.10,000/- (Rupees ten thousand only) to the

Petitioner No.1 and Rs-4000/- (Rupees four thousand only) to the petitioners No.2 in total of Rs-14000/- (Rupees fourteen thousand only) w.e.f. date of filing of Misc. Case i.e. from 20.06.2016 within second week of each calendar month failing which the petitioners are at liberty to realize the same in due process of law. Further the petitioner No.1 is hereby authorized to receive the maintenance amount awarded to the petitioner No.2 as he is minor. The O.P. is at liberty to pay the arrear maintenance in three equal instalments within 5 months and the first instalment is to be paid along with the current maintenance amount."

2. The petitioner unsuccessfully challenged the aforementioned order of the learned S.D.J.M., Rairakhol by filing Criminal Revision No.02 of 2023. The learned Additional Sessions Judge, Rairakhol, District-Sambalpur vide order dated 11.03.2024 disallowed the Revision petition and confirmed the order of the learned S.D.J.M. Relevant portion of the order dated 11.03.2024 reads thus:

"09. Taking into consideration the facts and circumstances of the case, helpless condition of the O.Ps., the learned trial Court has rightly allowed the prayer of the O.Ps to get maintenance of Rs.14,000/- (Rupees Fourteen Thousand) to the O.Ps. and also to

pay the arrear maintenance in three equal installments within five months. I do not find any irregularity or infirmity in the impugned final order dtd. 12.04.2023 passed by the learned S.D.J.M., Rairakhol in Criminal Misc. Case No.21 of 2016 and the impugned order dtd. 12.04.2023 passed by the learned S.D.J.M., Rairakhol in Criminal Misc. Case No.21 of 2016 is hereby confirmed."

3. The aforementioned order dated 17.04.2023 of the learned S.D.J.M., Rairakhol as well as the order dated 11.03.2024 of the learned Additional Sessions Judge, Rairakhol, District-Sambalpur are under challenge before this Court in the present proceeding.

4. The notice was issued to the opposite parties vide order dated 24.04.2024 and the interim order was passed directing the petitioner to pay Rs.1,00,000/- (Rupees one lakh) from the accumulated maintenance amount as interim arrangement.

5. When the matter stood thus, the parties have settled their dispute and they have filed a joint mutual settlement affidavit before this Court on 03.09.2026. The settlement terms have been succinctly reduced down in writing which reflects in paragraphs-3, 4 & 5 which reads thus:

"3. That the minor son of the parties, namely Bibekenanda Sahu @ Omm, aged about 12 years,

shall remain in the care and custody of the mother (Second Party).

It is expressly agreed and clarified that the ancestral property rights of the minor son, Bibekananda Sahu @ Omm, in the ancestral properties of his father, namely the First Party, Dhruba Charan Sahu, shall remain reserved and unaffected by this settlement or by the dissolution of the marriage.

4. That a total consolidated sum of Rs.35,00,000/- (Rupees Thirty-Five Lakhs only) has been mutually agreed upon as the full, final and absolute settlement of all matrimonial, financial, maintenance and permanent alimony claims of the Second Party arising out of the marriage, including her past, present and future maintenance and permanent alimony and all other financial claims arising out of the matrimonial relationship.

The said consolidated amount shall also constitute the complete and final provision mutually agreed between the parties towards the maintenance, education and medical expenses of the minor child, Bibekananda Sahu @ Omm.

It is specifically agreed that the existing maintenance obligation of Rs.14,000/- (Rupees Fourteen Thousand only) per month and all

maintenance arrears up to the date of receipt of the aforesaid consolidated settlement amount of Rs.35,00,000/- shall stand fully and finally settled upon receipt of the said amount and shall cease thereafter. No further monthly maintenance or maintenance arrears shall be payable or recoverable from the First Party pursuant to the existing maintenance claim.

The First Party shall hand over the entire consolidated settlement amount of Rs.35,00,000/- to the Second Party in Court at the time when the present settlement is accepted and/or recorded by this Hon'ble Court, in the following manner:

(a) Demand Draft No.50858088 dated 31/08/2026, drawn on Union Bank of India, for Rs.24,00,000/- (Rupees Twenty-Four Lakhs only), drawn in favour of Surabhi Sahu, towards her full and final settlement of past, present and future maintenance, permanent alimony and all other matrimonial and financial claims arising out of the marriage.

(b) Demand Draft No.50858087, dated 31/08/2026, drawn on Union Bank of India, for Rs.10,00,000/- (Rupees Ten Lakhs only), drawn in favour of Surabhi Sahu, specifically

for the benefit of the minor son, Bibekananda Sahu @ Omm, towards his complete and final provision for:

(i) Maintenance and day-to-day living expenses;

(ii) School education and related educational expenses;

(iii) Higher education, professional and vocational education;

(iv) Medical treatment and healthcare expenses; and

(v) Clothing, personal necessities and other reasonable expenses connected with his upbringing.

(c) A sum of Rs.1,00,000/- (Rupees One Lakh only) shall be paid in cash by the First Party to the Second Party in Court at the time of handing over the aforesaid Demand Drafts, the said amount forming part of and being included in the consolidated settlement amount of Rs.35,00,000/-.

Upon receipt of the aforesaid consolidated sum of Rs.35,00,000/-, the Second Party shall acknowledge receipt thereof and confirm that her past, present and future maintenance, permanent alimony and other

matrimonial and financial claims arising out of the marriage have been fully and finally settled.

The Second Party further agrees and confirms that, upon receipt of the aforesaid settlement amount, no further claim towards maintenance or maintenance arrears shall be raised or recovered by her against the First Party or his family in respect of the past matrimonial dispute. The amount of Rs.10,00,000/- specified in clause (b) above is specifically intended for the benefit of the minor child and constitutes the complete and final provision agreed between the parties towards the child's maintenance, education and medical expenses.

5. That in view of the mutual settlement arrived at between the parties, both parties shall cooperate with each other and shall take and/or file all necessary applications, affidavits, undertakings and other procedural steps within 15 days for bringing to an end, by quashing, disposal or withdrawal, as may be legally permissible and appropriate, all proceedings arising out of the matrimonial dispute.

The proceedings presently identified by the parties are as follows:

(i) CRLMC No.1030/2024, arising out of Criminal Revision No.2/2023 of the learned Additional District Judge, Rairakhol, presently pending before the Hon'ble High Court of Orissa.

(ii) Execution Misc. Case No.46/2023, arising out of CRLMC No.21/2016 under Section 125 Cr. P.C., pending before the Learned SDJM, Rairakhol. The parties shall take all necessary steps for disposal of the said execution proceeding in view of the full and final settlement of the maintenance and arrears claims.

(iii) CRLMC No.1030/2025 under Section 146 of the Bharatiya Nagarik Suraksha Sanhita (BNSS), pending before the Learned SDJM, Rairakhol. The parties shall cooperate and take all necessary steps for appropriate disposal/quashing of the said proceeding.

(iv) G.R. Case No.1610/2016 under Sections 498A/506/34 of the IPC read with Section 4 of the Dowry Prohibition Act, arising out of Mahila P.S. Case No.26/2016, pending

before the learned SDJM, Sambalpur, filed against the First Party/Husband and his mother, Smt. Purnabasi Sahu. The parties shall jointly request the Hon'ble High Court to quash the said proceedings and shall cooperate fully for that purpose.

(v) *Dispose of MATA No.86/2024 and MATA No.87/2024 in terms of the present mutual settlement;*

MATA No.86 & 87/2024, arising out of CP (MAT) No.78/09 of 2016-19 relating to the order in the proceeding under Section 9 of the Hindu Marriage Act, 1955 (RCR), pending before the Hon'ble High Court of Orissa. The parties shall request the Hon'ble High Court to dispose of the said appeal pursuant to and in terms of the present mutual settlement.

The parties shall cooperate with each other and execute and file all documents and applications reasonably necessary for giving full effect to the present settlement and for bringing the aforesaid proceedings and all connected proceedings to their appropriate conclusion before the competent Court. The actual quashing or

disposal of any proceeding shall be subject to the orders of the competent Court."

6. Learned counsel appearing for the parties jointly submitted on instruction that the parties are undertaking to comply with the terms of settlement. Learned counsel for the opposite parties has also submitted that a draft of Rs.35,00,000/- (rupees thirty five lakhs) has also been received by her. Since the parties have already entered into a settlement and a detailed settlement terms has been worked out and they have undertaken before this Court that they will stand by their commitment and obligation flowing from the settlement terms, there is no point keeping the present proceeding alive.

7. Therefore, the present CRLMC is disposed of in view of the settlement terms dated 03.09.2026, which forms part of the present order and the maintenance proceeding initiated by the opposite parties against the petitioner stands dropped.

(Sibo Sankar Mishra)
Judge

Signature Not Verified
Digitally Signed
Signed by: SUBHASIS MOHANTY
Designation: Personal Assistant
Reason: Authentication
Location: High Court of Orissa, Cuttack.
Date: 08-Sep-2026 17:47:38
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