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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CRL.M.C. 2353/2011

% Judgment delivered on: 23rd November, 2011

SATNAM SINGH Petitioner
Through : Mr. M.I. Chaurdhary, Adv.
Petitioner in person.

versus

STATE Respondent
Through : Ms. Rajdipa Behura, APP
Respondent No.2 in person.

CORAM:
HON'BLE MR. JUSTICE SURESH KAIT

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| 1. Whether the Reporters of local papers
may be allowed to see the judgment? | No |
| 2. To be referred to Reporter or not? | No |
| 3. Whether the judgment should be reported
in the Digest? | No |

SURESH KAIT, J. (Oral)

1 Learned counsel for the petitioner submits that vide FIR No. 362/2005 a case under Sections 406/498 A Indian Penal Code, 1860 was registered at P.S. Dabri against the petitioner on complaint of respondent No. 2.

2 Thereafter the matter was referred to Mediation Centre, Tis Hazari Courts. Vide compromise dated 25.07.2007, the petitioner has agreed to pay as under:-

“7 That the first party/husband hereby agree and undertake to bear all the expenditure of the schooling of the child including school and tuition fees, transport and other charges, uniform, books etc. The said child will remain study at Universal Public School, New Delhi 4”.

3 I made it clear that the respondent No.2/mother of the child is free to get the admission of the child in any other school in the welfare, interest and better education of the child but while doing so she shall keep in view the school fee and tuition fee payable to school may on the higher side, which would make it difficult for petitioner to pay it.

4 It is also made clear in para 10 of the above said compromise which is reproduced below:-

“10 That the second party/wife also assure to cooperate in quashing of the said FIR No. 362/2005 u/s 498 A Indian Penal Code, 1860 PS Dabri against the first party/husband.”

5 Respondent No.2 is personally present in the court today. She has been identified by IO/ASI Sohanvir Singh. She submits that she has settled all the disputes with the petitioner and she has no objection if the present FIR is quashed.

6 Petitioner is also personally present in the court today. He voluntarily undertakes to pay Rs.1000/- more per month towards the expenses of the child in addition to the terms and conditions of agreement dated 25.07.2005 at Tis Hazari Courts till the child attains the age of majority.

7 In view of the above discussion, I quash the FIR No.362/2005

registered at P.S. Dabri and the proceedings emanating therefrom.

8 Criminal M.C. 2353/2011 stands disposed of.

9 Dasti.

SURESH KAIT, J

NOVEMBER 23, 2011

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