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

+ **CRL.M.C. 2312/2018**

AMIT GUPTA & ORS

..... Petitioners

Through: Mr. Sagar Hajeray, Advocate with
Mr. Amit Dhankhar, Advocate with
petitioners in person.

versus

STATE & ANR

..... Respondents

Through: Mr. Sanjeev Sabharwal, APP for the
State
Shri K.C. Jain, Advocate with
Ms. Surajat Kumari, Advocate for R-
2 with R-2 in person.

CORAM:

HON'BLE MR. JUSTICE R.K.GAUBA

ORDER

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08.02.2019

Crl.M.A.8211-8212/2018 (exemption)

Exemption allowed, subject to all just exceptions.

Applications stand disposed of.

CRL.M.C. 2312/2018

The prayer in the petition is for quashing of the FIR involving offences punishable under Sections 406/498-A/34 of Indian Penal Code, 1860 (IPC), the dispute between the first petitioner on one hand, and second respondent on the other, having arisen out of matrimonial discord. The prayer for quashing is founded on settlement executed on 08.03.2017 at Delhi Mediation Centre, Tis Hazari Courts, New Delhi.

It appears that in terms of the said settlement, the first petitioner (the husband) was to handover a fixed deposit receipt (FDR) in the sum of Rs.15 lacs to the second respondent (the complainant wife) in the name of Kanav Gupta, minor son of the parties, who concededly is in the care, custody and guardianship of the second respondent (the mother).

It is pointed out by the counsel for the second respondent who has entered appearance today in response to the notice served for 17.07.2018 that the FDR has been taken out for the first respondent reflecting his own name as guardian of the child, the second respondent being deprived of the control and of the benefit of the interest which has accrued thereupon, it being the money she is intended and expected to apply for the purposes of the child. The petitioners' counsel sought to explain that the abovesaid arrangement had to be made because the second respondent did not come forward for the requisite formalities at the bank. It was, however, fairly conceded that yesterday, *i.e.*, 07.02.2019, the first petitioner has transferred an amount of Rs.72,202/- into saving bank account maintained by the second respondent in the name of the child in question of which she is the guardian. It is the submission of the petitioner that this transferred amount represents the accrued interest on the said FDR.

The parties have agreed at the hearing that subject to verification as to whether the amount which was transferred yesterday is complete discharge of the liability towards the interest by the first petitioner, and if there is deficiency, the petitioners undertaking to make good the same forthwith, the parties shall approach the concerned bank together for the FDR already taken out to be cancelled and, in its lieu, a fresh FDR to be got issued in the

name of the minor child, it now expected to reflect the name of the second respondent (the mother) as the guardian. Both parties will co-operate with each other in ensuring that this task is completed on 16.02.2019, the date mutually settled by them as per their convenience.

The second respondent will file a fresh affidavit well in time before the next date of hearing, indicating due satisfaction of the settlement agreement and further submissions, if any, *vis-a-vis* prayer in the petition, along with proof of her identify.

Be listed on 29th July, 2019.

Dasti under the signatures of Court Master.

FEBRUARY 08, 2019

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R.K.GAUBA, J.