

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
Date of Order: February 07, 2019

+ **CRL.M.C. 52/2017**
JASVINDER SINGHPetitioner

Through: Mr.Davinder Hora and Mr.
Sikandar Khan, Advocates with
petitioner and Gurpreet Kaur in
person.

Versus

STATE (NCT OF DELHI) & ANRRespondents

Through: Ms. Neelam Sharma, Additional
Public Prosecutor for respondent-
State with SI Mahendra Kumar
Mr. Ajay Sharma, Advocate with
son of respondent No. 2

CORAM:
HON'BLE MR. JUSTICE SUNIL GAUR

ORDER
(ORAL)

CRL.M.C. 52/2017

Quashing of FIR No. 164/2013, under Sections 323/341/506 of IPC registered at police station Kirti Nagar is sought on the basis of Mediated Settlement of 6th April, 2016 which is a composite settlement relating to the FIR in question, FIR No. 163/13, under Sections 323/354A/506/509/34 of IPC, registered at Police Station Kirti Nagar and FIR No. 381/2013 under Sections 498A/406/34 of IPC, registered at Police Station Tilak Nagar.

Learned counsel for the parties submits that petitioner as well as his sister-*Gurpreet Kaur* is present in the Court and son of respondent No. 2- *Ravinder Singh* is also present in the Court and that *Ravinder Singh* is the husband of *Gurpreet Kaur* and have been identified to be by SI Mahendra Kumar.

Learned counsel for the parties submits that both the sides have voluntarily agreed to quashing of FIR in question as well as FIR Nos. 163/13, P.S. Kirti Nagar and 381/13, P.S. Tilak Nagar but so far as divorce proceedings are concerned, respondent-*Ravinder Singh* is reluctant to give divorce to his wife-*Gurpreet Kaur*. Both sides submit that substantial compliance of the Settlement Agreement of 6th April, 2016 has been made by the parties.

In view of the stand taken as aforesaid, FIR No. 164/2013, and FIR No. 163/13, registered at P.S. Kirti Nagar and FIR No. 381/13, registered at P.S. Tilak Nagar, Delhi are hereby quashed.

Consequently, this petition is allowed to the aforesaid extent, while leaving the divorce aspect open to be reconsidered by the parties. Needless to say, both the parties shall be bound by the terms as reflected in paragraph Nos. 6 and 7 of the settlement agreement on 6th April, 2016.

Dasti.

(SUNIL GAUR)
JUDGE

FEBRUARY 07, 2019

v