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

+ CRL.M.C. 6326/2024 CRL.M.A. 24183/2024

KAPIL KAUSHIK

.....Petitioner

Through: Mr. Nipun Katyal and Mr. Nischay
Johri, Advs

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Hitesh Vali, APP for State with
Insp. Neelamani, W/SI Rajani PS:
Mandir Marg.

+ CRL.M.C. 6334/2024 CRL.M.A. 24212/2024

RISHI KAUSHIK & ANR.

.....Petitioners

Through: Mr. Nipun Katyal and Mr. Nischay
Johri, Advs

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Hitesh Vali, APP for State with
Insp. Neelamani, W/SI Rajani PS:
Mandir Marg

CORAM:

HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

05.09.2024

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1. The matter had been kept to confirm the encashment of the cheque which is given as part of the settlement, as noted in the previous order dated 28th August, 2024.
2. The complainant is present in Court duly identified by the IO and states



that the cheque has since been encashed; she has no objection to the quashing of the FIR.

3. The marriage of the petitioner no.1 and respondent resulted in a divorce by decree dated 21st December, 2023. One female child was born out of wedlock.

4. Accordingly, FIRs stand quashed *qua* the petitioners.

5. Considering the above settlement between the parties and the chances of conviction of the petitioners being remote and bleak, there is no use continuing with proceedings of the present FIR as it would be a misuse of the process of the Court and an unnecessary burden on the State exchequer. Accordingly, the petition is allowed.

6. Consequently, the FIR No. 20/2014 and 153/2024 under Sections 354A/ 354C/506/509 and 498/406/34 IPC registered at PS Mandir Marg, and proceedings emanating therefrom are quashed *qua* the petitioners.

7. Parties shall abide by the terms of settlement.

8. Accordingly, the petition is disposed of. Pending applications (if any) are disposed of as infructuous.

9. It is however made clear that the said settlement will not affect the rights of the minor child in future. Any clause of the settlement which is contrary to the same shall be invalid.

ANISH DAYAL, J

SEPTEMBER 5, 2024/RK

Click here to check corrigendum, if any