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

+ **CRL.M.C. 8439/2024**

KANWALJEET SINGH @ JAGMOHAN & ORS.....Petitioners

Through: Mr. Somak Mukhopadhyaya, Ms.
Kanishka Sharma, Advts.

versus

STATE GOVT OF NCT DELHI & ANR.Respondents

Through: Mr. Sunil Kumar Gautam, APP with
SI Neeraj, PS Patel Nagar

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

20.11.2024

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CRL.M.A. 32202/2024

1. Exemption allowed, subject to all just exceptions.
2. The application is disposed of.

CRL.M.C. 8439/2024

3. This is a petition filed under Section 528 of BNSS, 2023/482 of CrPC seeking quashing of FIR No. 0473/2020 dated 10.12.2020 under Section 498A/406/34 of IPC registered at PS Patel Nagar, Delhi as well as criminal proceedings emanating therefrom.
4. During the pendency of the proceedings, the parties have arrived at a settlement dated 01.06.2024 before Delhi Mediation Centre, Tis Hazari Court, wherein a total settlement amount of Rs. 11,50,000 is to be paid to respondent No. 2.
5. It is stated that Rs. 8 lakhs has already been paid to the respondent



No. 2 and a remaining amount of Rs. 3,50,000/- is paid today by the petitioner to respondent No. 2 in Court *vide* DD No. 636266 drawn on Punjab National Bank dated 16.11.2024

6. The petitioner is present in Court and is identified by Mr. Somak Mukhopadhyaya, Adv. Respondent No. 2 is also present in Court and is identified by IO SI Neeraj, PS Patel Nagar.

7. The parties state that they have arrived at the settlement out of their own free will without any threat, pressure, coercion or undue influence.

8. Respondent No. 2 states that even though she has no objection to the quashing of the FIR but the petitioner must comply with all the terms of the settlement in letter, spirit and intent.

9. Clause 4 (a),(b),(c),(d) of the settlement agreement read as under:

“(a) On Every Sunday at about 8 /9 AM, the respondent/ husband shall bring the child at Rajiv Chowk Metro Station and the complainant / wife shall pick and the child and take the child with her and in evening of the same day at 8 /9 PM she will bring the child at Rajiv Chowk Metro Station from where the respondent/ husband shall collect the child and take him back with him.

(b) That if the child wish to stay with her mother over night, he will not be stopped by his father, as per mutual consent of the parties.

(c) During Summer and Winter Vacations: half of the days of both the vacations, the child shall remain with her mother, as per mutual consent of the parties.

(d) On Festivals like Diwali, Holi, Raksha Bandhan, Ahoi Astami: for half day during these festivals, the child shall remain with her mother, as per mutual consent of the parties.”

10. The petitioner who is present in Court states that he shall ensure compliance of all the terms of the settlement agreement especially the terms reproduced above in its true, letter, spirit and intent.

11. I am informed that there is one child born out of the wedlock. As per



the judgment of the Hon'ble Supreme Court in '*Ganesh vs. Sudhirkumar Srivastava*' [(2020) 20 SCC 787], the settlement and this order shall not affect the rights of the minor child in claiming the rights of maintenance, inheritance, education, marriage etc. against either of the parties.

12. I am satisfied that the matter has been settled and the settlement is lawful. Since the parties have arrived at a settlement and no disputes are pending, I am convinced that quashing of the present FIR and the consequential proceedings arising therefrom would bring peace and secure ends of justice.

13. In view of the above facts and since no useful purpose will be served in continuance of the present criminal proceedings, it is directed that the aforesaid FIR and the consequent proceedings arising therefrom are hereby quashed.

14. With these observations, the present petition is disposed of.

JASMEET SINGH, J

NOVEMBER 20, 2024/DM

Click here to check corrigendum, if any