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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(CRL) 68/2025**

GEORGE PAUL GOMESPetitioner

Through: Mr. Vishal Khanna & Ms. Monika,
Adv. along with the Petitioner.

versus

THE STATE GOVT. OF NCT OF DELHI & ANR.....Respondents

Through: Mr. Sanjay Lao, Standing Counsel
(Crml.) with Ms. Priyam Aggarwal &
Mr. Abhinav Arya, Adv. with SI
Khushboo, PS Laxmi Nagar.

CORAM:

JUSTICE PRATHIBA M. SINGH

JUSTICE DHARMESH SHARMA

ORDER

% **17.02.2025**

1. This hearing has been done through hybrid mode.
2. The present petition has been filed under Article 226 of the Constitution of India read with Section 528 of BNSS, 2023 seeking issuance of a writ in the nature of *habeas corpus* for the production of the Petitioner's four years old son - Master 'C'.
3. The case of the Petitioner is that he was married to Ms. Disha Chettri on 29th April, 2017. Ms. Chettri already had two children from her previous marriage. Thereafter, on 2nd May, 2020, a male child was born to the couple *i.e.*, Master C. It is stated that, due to marital discord between the parties, Ms. Chettri along with the three children went missing sometime in June, 2023 and despite the Petitioner repeatedly trying to contact her, she did not respond. The Petitioner is not aware of the place where his wife and his son have moved along with the other two children. Hence, the present petition was filed by the



Petitioner.

4. On 13th January, 2025, notice was issued in this petition and the wife was directed to be produced. On 16th January, 2025, his wife had appeared along with the three children. In the said hearing, the Court had observed that there is a possibility of amicable resolution of the disputes. The matter was referred to the Mediation Centre.

5. Finally, today, the parties inform the Court that they have reached a settlement and have drawn up the agreement dated 15th February, 2025 under the aegis of the Delhi High Court Mediation and Conciliation Centre. The terms of the Settlement Agreement dated 15th February, 2025 read as under:

“1. The Parties agree and acknowledge that they cannot live together and that the relationship between the Parties has completely and irretrievably broken down with no chance of any reconciliation. The Parties have agreed that they shall continue to live separately and shall not interfere in each other’s life.

2. It has been agreed between the Parties that all the three children shall live with the Second Party¹ who shall have the physical and permanent custody of the children and she shall be the guardian for all the purposes.

3. It has been agreed between the Parties that the First Party² shall have visitation rights to meet Master Jonathan Gomes, the biological son of the First Party twice a month. The visitation shall take place on the second and fourth Sunday of the month from 10 am to 6 pm. The First Party shall pick up the child from outside the house of the Second Party and drop him outside the house of the Second Party at a mutually fixed location. The Parties shall coordinate with each other in this

¹ Ms. Disha Chettri .

² Petitioner/George Paul Gomes



regard.

4. *The Second Party shall ensure that the minor son master Jonathan Gomes is admitted in a school and shall inform the First Party of the regular progress of the minor son.*

5. *The Second Party is currently staying at Munika 208/Room No. 7, Matawali Gali, New Delhi. The Second Party shall inform the First Party of any change address. The First Party agrees that he shall not visit the Second Party or the children at her place of residence. The First Party shall meet the other two childrens namely Angela Gomes and Aaron Gomes with the consent of the Second Party and at the convenience of the children namely Angela Gomes and Aaron Gomes.*

6. *The First Party shall pay to the Second Party a sum of Rs.8,000/- (Rupees Eight Thousand Only) per month as maintenance for the Second Party and the Children. The said sum shall be paid by the First Party to the Second Party by way of bank transfer in the account of the Second Party. The Second Party will intimate the bank details to the First Party. The Second Party shall inform the First Party in case of change of bank account. The amount shall be paid by the 7th day of each English calendar month falling which the Second Party will be liable to pay interest @ 7% p.a. for the delayed payment.*

7. *That both the Parties understand that breach of any term of this Settlement shall constitute Contempt under Contempt of Courts Act, 1971.*

8. *That the contents of the Settlement Agreement have also been explained to the Parties in the vernacular and they have understood the same.*

9. *The Parties agree and undertake that they have entered into the present Settlement Agreement out of their own free will and will abide by the terms and conditions of the present Settlement Agreement*

10. *That the Parties agree that this Settlement*



Agreement accurately and absolutely records the understanding arrived at between them. Both Parties confirm that their consent has not been obtained by force, duress, coercion fraud or undue influence.

11. That the Parties, undertake that they are bound by this Interim Settlement Agreement and further undertake to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.”

6. As per the above settlement, it has been agreed that all the three children would live with the mother- Ms. Disha. The Petitioner has been permitted to visit the child on every second and fourth Sunday as set out in paragraph 3 of the Agreement. The Petitioner is also free to meet the other two children as per their convenience. He has also agreed to pay Rs.8,000/- per month as maintenance to Ms. Disha.

7. Both parties are present in Court and they undertake to abide by the terms and conditions of the Settlement Agreement dated 15th February, 2025 and shall not violate the same.

8. In view of the fact that the parties have resolved their disputes, the petition is disposed of in these terms. All pending applications, if any, are also disposed of.

PRATHIBA M. SINGH, J.

DHARMESH SHARMA, J.

FEBRUARY 17, 2025

Rahul/Am