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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ CRL.M.C. 2400/2018, CRL.M.A. 13183/2020 & CRL.M.A.  
2008/2022.

VARUN KHANNA & ORS ..... Petitioners  
Through: Ms. Amrita Chatterjee, Mr. Happy  
Malhotra and Mr. Karan Mehra,  
Advs.  
versus

THE STATE (NCT OF DELHI) & ANR ..... Respondents  
Through: Mr. Yudhvir Singh Chauhan, APP for  
the State with SI Arun, PS Model  
Town.  
Ms. Rakhi Dubey, Adv. for R-2.

**CORAM:**  
**HON'BLE MR. JUSTICE ANISH DAYAL**

**ORDER**  
**28.02.2023**

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1. Pursuant to the previous orders of this Court dated 14<sup>th</sup> December, 2022 and 01<sup>st</sup> December, 2022, the respondent No.2 had stated that further amount should be paid beyond what had been settled for the upkeep of a 13 year old minor son who is in custody, even though she had executed a settlement deed dated 13<sup>th</sup> December, 2017, on the basis of which the divorce was granted between the petitioner No.1 and respondent No.2. Pursuant to the said demand having been made, the learned counsel for the petitioner on instructions confirms that they paid amount of Rs.2.5 Lakhs to the respondent No.2 on 11<sup>th</sup> December, 2022. The receipt of this amount is not disputed by the learned counsel for respondent No.2. However, learned counsel for the respondent No.2 on instructions states that she demands

further amounts towards the son.

2. In the considered opinion of this Court, the settlement between the husband and the wife, petitioner No.1 and respondent No.2 in any event does not bind the rights of a minor child in the future.

3. Be that as it may, at this stage the issue relates to the quashing of the FIR on the basis of the MoU dated 13<sup>th</sup> December, 2017. A perusal of the said MoU would also reveal that the inability to pay for the child had been expressed by the husband and has been recorded as part of the recitals and, therefore, the husband agreed to relinquish the guardianship, custody and visitation rights in respect to the minor child and other terms which were recorded in the said settlement. It is also noted that pursuant to the settlement on terms which had been agreed between the parties, the parties have acted upon the settlement and a decree of divorce has been obtained on 14<sup>th</sup> December, 2017. The affidavit of respondent No.2 is also on record stating her no objection. Respondent No.2, however, appears through VC and states that the petitioner No.1 had misrepresented at the time of the settlement being arrived in 2017. However, no such legal complaint or proceeding has been initiated by the respondent No.2 since 2017 stating that there was a misrepresentation on account of which the said MoU/settlement would be vitiated in accordance with law.

4. It is also informed by the counsel for both parties that both petitioner No.1 and respondent No.2 have since got remarried and are staying alongwith their respective families.

5. Accordingly, the petitioner is entitled to quashing of the FIR based upon the MoU as also an additional amount has been paid to the respondent No.2 who has duly received the amount which has been transferred to her.

6. In the interest of justice in these facts and circumstances, the FIR would stand quashed. The rights of the minor child would remain unaffected by the settlement between the parties.
7. Respondent No.2 would be at liberty to take steps in accordance with law relating to the rights of the minor child.
8. Accordingly, the petition is disposed of.
9. Order be uploaded on the website of this Court.

**ANISH DAYAL, J**

**FEBRUARY 28, 2023/MK**