



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 27TH DAY OF MARCH, 2026

BEFORE

THE HON'BLE MR. JUSTICE M.NAGAPRASANNA

CRIMINAL PETITION NO. 4194 OF 2026

BETWEEN:

MR. RANJITH KUMAR
S/O MR. SUKUMARAN A,
PERMANENT ADDRESS AT
S/O E-104, AGED ABOUT 48 YEARS,
ND SEPAL APARTMENT, SECTOR 2,
SOMASANDRAPALYA,
BANGALORE- 560102
CURRENTLY RESIDING AT
SUKU NIVAS, VALAMCHUZH, Y,
PATHANAMTHITTA PO AND DIST,
KERALA 689 645

...PETITIONER

(BY SRI. ANAND MUTTALLI., ADVOCATE)

AND:

1. STATE OF KARNATAKA
BY SOUTH WOMEN POLICE STATION
REPRESENTED BY ITS
STATE PUBLIC PROSECUTOR
1ST RESPONDENT
HIGH COURT OF KARNATAKA
BENGALURU 560001

2. MRS. VINEETHA RANJITH
AGED ABOUT 43 YEARS
R/A E-104,
ND SEPAL APARTMENT,
SECTOR 2, SOMASANDRAPALYA,
BANGALORE- 560102

...RESPONDENTS





(BY SRI.B.N.JAGADEESHA, ADDL. SPP FOR R1;
SMT.ANASUYA G.L., ADVOCAT FOR R2)

THIS CRIMINAL PETITION IS FILED UNDER SECTION 482 CR.PC (FILED U/S 528 BNNS) PRAYING TO QUASH THE IMPUGNED PROCEEDINGS IN CC NO.13246/2025 (AT ANNEXURE-A) FOR THE OFFENCES P/U/S 498A, 323, 504 OF THE IPC AND SECTION 3 AND 4 OF DP ACT 1961, AGAINST THE PETITIONER PENDING ON THE FILE OF THE HONBLE XXXVII ADDL.CMM AT BANGALORE.

THIS PETITION, COMING ON FOR ORDERS, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE M.NAGAPRASANNA

ORAL ORDER

Petitioner – husband is before this Court calling in question proceedings in C.C.No.13246/2025 pending before the XXXVII Additional Chief Metropolitan Magistrate, Bengaluru, for the offences under Sections 498A, 323 and 504 of the IPC and Sections 3 and 4 of the Dowry Prohibition Act, 1961.

2. Learned counsel for the petitioner and respondent No.2 in unison submit that the couple were before the concerned family Court in M.C.No.6152/2025 and have settled their dispute by drawing up certain terms and conditions before the mediation center and have parted their ways. The parties have filed a photocopy of memorandum of settlement under Section 89 of the CPC r/w. Rules 24 and 25 of the Karnataka



Civil Procedure (Mediation) Rules, 2005 before this Court to that effect.

3. Learned counsel for petitioner hands over a demand draft of Rs.18/- lakhs to the hands of the complainant, who is present before the Court and acknowledges the same.

4. The memorandum of settlement reads as follows:

8. That the Petitioner No.2 undertakes to pay a sum of Rs 10,000/- pm to each child towards their maintenance/food expenses, on or before the 05th of every month. Further, there shall be an enhancement of 10% on the monthly maintenance amount to be paid to the children every year. The 10% increment referred above shall begin from March of every year and the first increment shall start from 5th, March 2026.
9. That Petitioner no.2 undertakes to bear the entire educational expenses of both the minor children including extracurricular activities expenses, fee towards coaching classes and other expenses related to the education of the minor children till they completes their degree/education.
10. Both the parties have mutually agreed that the petitioner no.2 shall call/video call the children on every alternate day from 7:30pm to 8pm.
11. Both the parties have mutually agreed that Petitioner no.2 can take the children for the trips during first half of Dussera, Chritmas and summer vacation of the children, if the children wish to go with Petitioner no.2. Further, the Petitioner no.2 shall not have overnight custody of the children except during the trips, till they attain the age of 18 years. The Petitioner no.2 shall return the kids



safely to Petitioner no.1 after trips and Petitioner no.2 is solely responsible for their safety and security and health during the trips. In case, children fall sick, Petitioner no.2 shall return the children to Petitioner no.1 immediately without delay.

12. The Petitioner no.2 undertakes to pay a sum of Rs. 36,00,000/- (Rupees Thirty-Six Lakhs only) to the Petitioner no.1 towards the full and final settlement of the Petitioner No.1. Out of the above-mentioned amount, a sum of Rs.22,78,000/- (Rupees Twenty-Two Lakhs Seventy-Eight Thousand Only) is paid in lieu of 30 sovereign of gold ornament belonging to the Petitioner no.1 and Rs. 13,22,000/- is paid by the Petitioner No.2 towards the permanent alimony of the Petitioner No.1.
13. The Petitioner No.2 undertakes to pay aforesaid amount in two installments, i.e., Rs.18,00,000/- (Rupees Eighteen Lakhs Only) shall be paid to Petitioner no.1 through DD at the time of reporting of settlement in the present case before this Hon'ble Court and remaining Rs.18,00,000/- (Rupees Eighteen Lakhs only) shall be paid by way of DD before Hon'ble High Court of Karnataka, Bengaluru at the time of quashing of criminal proceedings C.C no. 13246/2025 pending before 37th ACMM.
14. It is mutually agreed between both the parties that, Petitioner no.1 along with the minor children shall continue to stay at the Flat no. E-104, ND SEPAL APARTMENT, Sector 2, Somasandrapalya, Bangalore 560102 which is owned by Petitioner no.2, till the younger child Arya Ranjith attains the age of 21 years. The Petitioner no.2 shall have no objection for the same. Further, the Petitioner no.2 undertakes that he shall not evict Petitioner no.1 and the minor children from the said flat and also shall not alienate or sell the said flat till their younger child Arya Ranjith attains the age of 21 years.



15. That Petitioner no.1 shall undertake to vacate the said apartment if she remarries or is living in with another man. The Petitioner No.1 shall have no right to rent or sub-lease the flat to any third party. The Petitioner No.1 shall forthwith vacate the said premises upon the youngest child attaining the age of 21 years and in the event she continues to live there against the wishes of the Petitioner No.2, the rent as per the ongoing market rate at the time shall be levied from her for every month that she over stays or refuses to vacate.
16. Both the parties have mutually agreed that, due to any circumstance if the Petitioner no.1 has to vacate/to move out of the flat no. E-104, ND SEPAL APARTMENT, Sector 2, Somasandrapalya, Bangalore 560102 and move to a rented or leased accommodation, 50% of the security deposit, 50% rent or 50% lease amount shall be borne by Petitioner no.2 only until Arya Ranjith turns 21 years old and the same is limited towards the children's share. The Petitioner No.2 shall not expect the Petitioner No.1 to spend for her luxury rental accommodations and the kind and nature of the accommodation shall be discussed mutually and agreed.
17. Both the parties have mutually agreed that, all the charges related to the said apartment such as maintenance charges, electricity charges, LPG expenses shall be borne by the Petitioner no.2. The Petitioner no.2 undertakes to pay the pending dues amounting to Rs.3,21,889.73/- towards the maintenance of flat No.E-104, ND SEPAL APARTMENT, Sector2, Somasandrapalya, Bangalore -560102.
18. That Petitioner no.2 undertakes to bear the major repairs and renovation expenses of the said flat alone which is beyond Rs.5,000/-, during the stay of Petitioner No.1 and the minor children. These repairs and renovations are not extended to movable/household items in the Flat.



19. The Petitioner no.2 undertakes that neither the Petitioner no.2 nor any of his family members and friends shall enter the Flat no. E-104, ND SEPAL APARTMENT, Sector 2, Somasandrapalya, Bangalore 560102 during the stay of Petitioner no.1 and her minor children. Further, during this period the Petitioner No.2 shall not give access to anyone but both parties shall continue to have access to the My Gate application or any other security application meant for the apartment.
20. The Petitioner No.1 undertakes to co-operate in quashing proceedings of C.C no. 13246/2025 pending before 37th ACMM and Crl. Mis No. 78/2024 pending before the Hon'ble Judicial Magistrate First Class (Traffic Court VI) Bengaluru before the Hon'ble High Court of Karnataka. The Petitioner No.1 shall undertake to withdraw the petition in Crl. Misc. No.11/2025 filed before the 6th Additional Judge. Family Court at Bengaluru and shall facilitate and fully co operate in closing/quashing the proceedings in C.C no. 13246/2025.
21. The Petitioner no.2 undertakes to delete all the personal photographs and videos of Petitioner no.1 from his phone, laptop and any other drive.
22. That Petitioner no.2 acknowledges the receipt of Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) repaid by mother of Petitioner no.1, which was borrowed as loan from Petitioner no.2. The Petitioners shall have no claims against each other or each other's family, either in past, present or future.
23. Both parties have mutually agreed that, the contact number linked to the Aadhaar number of both children shall be updated with the contact number of Petitioner no.1 and Petitioner no.2 shall have no objection for the same. However, any change in the governmental identity proof of the children must be shared with father/Petitioner No.2, by the mother/Petitioner No.1.



24. The academic progress of the children shall be updated from time to time with the Petitioner No.2 by the Petitioner No.1 or the children. Any change in schools or selection of colleges must be made with consultation/approval of the Petitioner No.2. In no capacity, shall the Petitioner No.1 make the sole decisions regarding the children without consulting with the Petitioner No.2.
25. Both the Petitioners shall have no claims as to maintenance or with regard to movable and immovable properties owned by them against each other, either in past, present or future.
26. The parties agree/undertakes to refrain from filing any new legal cases or claims against each other in the future and shall not engage or speak ill about each other in any actions that may disrupt the peace and tranquility of each other's lives
27. Both the petitioners state that they have already exchanged their valuable articles such as gold and silver.
28. Both the parties further state that there has been no collusion or force, fraud or any undue influence in filing the above petition and entering into the compromise in the aforesaid manner.
29. Both the parties admit that they shall not interfere in the lives of each other in future.
- III. In view of the aforesaid agreement entered into between the parties, the parties pray that this Hon'ble Court be pleased to dissolve the marriage solemnized on 15-11-2007, at Shine Tower Auditorium, Pathanamthitta, Thazhoorkadavu Road, Pathanamthitta, Kerala 689645, by granting a decree of Divorce in terms of the aforesaid agreement.
- IV. Parties will appear on 15.12.2025 before the Hon'ble Court for passing orders in terms of the agreement."



In the light of the afore-quoted memorandum of settlement, I deem it appropriate to terminate the proceedings against the petitioner, as it is a matrimonial dispute and the allegations are not against the State.

5. For the aforesaid reasons, the following:

ORDER

(a) The criminal petition is disposed.

(b) The proceedings in C.C.No.13246/2025 pending before the XXXVII Additional Chief Metropolitan Magistrate, Bengaluru, stand quashed.

**Sd/-
(M.NAGAPRASANNA)
JUDGE**

NVJ
List No.: 2 Sl No.: 97