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

+ **CRL.M.C. 8077/2024**

RATISH RAJ

.....Petitioner

Through: Mr.R.R.Raju and Ms.Rajni, Advts.
with petitioner in person.

versus

STATE GOVT. OF NCT OF DELHI AND ANR.Respondents

Through: Ms.Kiran Bairwa, APP for the State
ASI Satish Kumar, PS Maurya
Enclave
SI Ram Kishan, PS Defence Colony
Complainant in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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15.10.2024

CRL.M.A. 30893/2024 (exemption)

Exemption is allowed, subject to all just exceptions.

The application stands disposed of.

CRL.M.C. 8077/2024

1. Present petition has been filed for quashing of case FIR no.208 dated 05.05.2017 registered under Section 498A IPC at PS Maurya Enclave and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 07.03.2011 in accordance with the Hindu rites and ceremonies and one daughter namely Suruchi was born out of the said wedlock on 31.12.2011. However, on account of temperamental differences and mental incompatibility, the



parties started living separately since 16.08.2014 and instituted multiple litigations against each other and their respective families including the present FIR.

3. Learned Counsel further submits that during the pendency of the proceedings, the parties have resolved their disputes amicably and started residing together since 31.12.2023, and in furtherance thereof, they have entered into a settlement agreement dated 25.01.2024.
4. Furthermore, the Learned Counsel for the petitioners submits that since the parties have resolved all their differences amicably, therefore, it would be in the interest of justice to quash FIR no.208 dated 05.05.2017 registered under Section 498A IPC at PS Maurya Enclave and all the other proceedings emanating therefrom.
5. I have gone through the settlement deed dated 25.01.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

That now, both parties are settled all their disputes each other and with the intervention of respectable persons of society, relatives and family members, both are agreed to live together peacefully for the betterment of the matrimonial rituals as well as save the marital life.

That as per the settlement the first party is agreed to live/reside with the second party alongwith child at the above said premises.

That also as per the settlement the both the parties are announced their marriage as a legal marriage.

That also as per the settlement the first party will give right in his property to the second party.



That as per the settlement the first party will provide the entire necessities as well maintenance i.e. fooding, clothing, medicines etc. to the second party and her child.

That if the first party fails to fulfill the terms and conditions of the present M.O.U. then he will fully responsible for the same.

That both the parties have agreed to cooperate with each other and also they will give full respect to each other.

That both parties have assured to each other that they will not abuse or adopt any kind of disregard.

That both the parties have mutually agreed that they will help each other in maintaining peace and harmony in the family as well as the relatives and help in fulfilling each other responsibility.

That the second party will co-operate the first party to quash the FIR bearing No.208/16, U/S 498A/406 IPC, P.S. MAURYA ENCLAVE before the Hon'ble High Court of Delhi at New Delhi.

That if any of the party default or does not abide by the terms and conditions of the said MOU then the aggrieved party will take recourse to legal proceedings.

That this MOU is being between the parties on their own free without any force, coercion or fraud.

6. It is settled that the inherent powers under section 482 of the Code are required to be exercised to secure the ends of justice or to prevent abuse of the process of any court. Further, the High Court can quash non- compoundable offences after considering the nature of the offence and the amicable settlement between the concerned parties. Supreme Court and this Court have repeatedly held that the cases arising out of matrimonial differences should be put to a quietus if the parties have reached an amicable settlement. Reliance may be placed upon: **B.S.**



Joshi v. State of Haryana, (2003) 4 SCC 675; *K. Srinivas Rao v. D.A.Deepa*, (2013) 5SCC 226; *Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another*, 2019 SCC OnLine Del 8179.

7. Both parties are present in court and have duly been identified by the IO. Respondent No. 2 submits that she has entered the settlement voluntarily without any fear, force, or coercion. She submits that other petitions have already been withdrawn or dismissed. And since both the parties are residing together with their child, she has no objection if FIR no.208 dated 05.05.2017 registered under Section 498A IPC at PS Maurya Enclave and all the other proceedings emanating therefrom are quashed.
8. Taking into account the totality of facts and circumstances of the case, this court considers that the parties have entered into an amicable settlement out of their own free will, without any fear, force or coercion and they should be given an opportunity to lead their lives peacefully. No purpose will be served in continuing with the trial.
9. In view of the above, FIR no.208 dated 05.05.2017 registered under Section 498A IPC at PS Maurya Enclave and all the other proceedings emanating therefrom are quashed.
10. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

OCTOBER 15, 2024

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