

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

APPLICATION NO.1004 OF 2014

Uttam Value Steels Ltd. (Formerly
Lloyds Steel Industries Ltd.) & Anr.

..Applicants

-Versus-

Shravan Kishanlal Bishnoi & Anr.

..Respondents

Mr.Subhash Jha with Rushita Jain i/b. Law Global for applicants
Mr.V.B.K.Deshmukh, APP for State.

CORAM : M.L.TAHILIYANI, J.

DATE : 12th January 2015.

P.C.

1] The applicants are facing trial before the Judicial Magistrate, First Class Panvel in Regular Criminal Case No.765 of 2013 for the offences punishable under sections 406, 418, 424 of Indian Penal Code.

2] The complaint has been filed by the respondent No.1 Shrawan Baishnoi of Ganpat Steels. On filing of such complaint, verification statement was recorded and police report was called for. On receipt of police report, summons have been issued to the

petitioners. The petitioners have thus prayed for quashing of the proceedings pending against them.

3] It is submitted by the learned Counsel, Mr.Jha that there was settlement agreement between the petitioner and respondent No.1 in which it was agreed that on payment of amount under two cheques being Rs.15 lakhs and Rs.13,69,413/-, respectively, by the petitioners to the respondent No.1, respondent No.1 would present the copy of said agreement before the Panvel court where the criminal case is pending and obtain requisite orders relieving the petitioners of all the charges levelled against them in the said complaint. The respondent No.1 has been served. Affidavit of service has been filed by the petitioners in the office of Registrar (Judicial) of this Court.

4] It is submitted by the learned Counsel Mr.Jha that respondent No.1 is not interested in appearing before the Magistrate as both the cheques have been encashed by respondent No.1. In fact, I wanted the original agreement to be seen by me. The learned Counsel, Mr.Jha submitted that the petitioners have produced photocopy of

the original as the original was in the custody of the respondent No.1 and he was supposed to produce the same before the trial Magistrate.

5] Since the respondent No.1 has chosen to remain absent, there is no reason to rely upon the photocopy of the agreement. The said photocopy is taken on record and marked "A" for identification. I have gone through the agreement between the petitioner and respondent No.1. It is clearly stated in the said agreement that on encashment of the cheques mentioned hereinabove, the respondent No.1 would take all necessary steps to bring the criminal prosecution to end.

6] Respondent No.1 has failed to comply with his part of the agreement and, therefore, in my considered opinion the case is made out for quashing the proceedings pending against the petitioners in the court of JMFC, Panvel instituted by respondent No.1. Hence, following order:-

(a) Criminal Proceedings pending against the petitioner in

the court of JMFC vide Criminal Case No.765 of 2013 for the offences punishable under section 406, 417, 418 and 424 of Indian Penal Code shall stand quashed. Bail bonds, if any, of the petitioners shall stand cancelled.

(M.L.TAHILIYANI, J.)