

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
CRIMINAL APPLICATION NO. 182 OF 2016

Mr. Zaid Abdul Majid Rajkotwala	..Applicant
Versus	
The State of Maharashtra and anr.	..Respondents

Mr. Irfan Shaikh, advocate for the applicant.
Mr. K. V. Saste, APP for the State.
Ms. Rimpal Trivedi, advocate for respondent No.2.

**CORAM : RANJIT MORE &
V. L. ACHLIYA, JJ.**

DATE : 2nd MARCH, 2016.

P. C. :

Learned counsel for the applicant seeks leave to amend the prayer clause of the petition so as to give particulars of the criminal case. Leave as prayed for, is granted. Necessary amendment be carried out forthwith.

2. The application is filed resorting to the provisions of Section 482 of the Code of Criminal Procedure, 1973 for quashing and setting aside the proceedings of the C.C.No.600/PW/2014 pending on the file of learned Metropolitan Magistrate, 2nd Court at Mazgaon. The said case arises out of registration of FIR bearing C.R. No.40/2014 for the offences

punishable under Sections 498A, 406, 377 and 506 of the Indian Penal Code, 1860.

3. The applicant and respondent No.2 are husband and wife. Marital discord between the parties gave rise to filing of several criminal cases and the subject matter of the present application is one of them. Pending trial, the parties to the application settled their dispute amicably and have approached this Court for quashing the proceedings of the subject criminal case by consent. The applicant and respondent No.2 have filed revised consent terms dated 2nd March, 2016. Under prayer clause (A) of the said consent terms, the applicant has agreed to pay to respondent No.2 an amount of Rs.6,00,000/- in full and final settlement towards her maintenance as well as the maintenance of her child – Aisha. Under clause (G), the applicant has agreed to accept the Khulanama sent by respondent No.2 and thereafter agreed to pronounce Triple Talak in front of the Kazi on the same day when the Domestic Violence case being 32/DV/2015 and C.C.No.115/PW/2016 is withdrawn/compounded by respondent No.2. Under clause (F) of the consent terms, the applicant has agreed to handover two demand drafts of Rs.3,00,000/- each to respondent No.2, copies of which are annexed to the revised consent terms.

4. Respondent No.2 has also filed an independent affidavit dated 15th February, 2016, a copy of which is annexed at page 50 of the petition. In paragraph 5 thereof, she has given her “No Objection” for quashing the proceedings of the subject criminal case. Respondent No.2 is personally present before the Court. On being questioned specifically, she affirms the settlement arrived at hereinabove and also the contents of the affidavit and stated that she has no objection if the proceedings of the subject criminal case are quashed and set-aside. Respondent No.2 also stated that after receipt of the amount of Rs.6,00,000/- referred above, she will invest the amount of Rs.4,00,000/- in the name of the child – Aisha Zaid Rajkotwala in Fixed Deposit with any nationalised bank or scheduled bank till the child attains the age of majority. The statement is accepted.

5. In the above circumstances and looking into the allegations made by respondent No.2 in the complaint, we are of the opinion that quashing of the proceedings of the subject criminal case would be in the interest of respondent No.2 also. It can, thus, be seen that the matter has been amicably settled between the parties. Perusal of the complaint, makes it clear that the allegations are totally personal in nature. In that view of the matter and especially in view of the law laid down by the Apex Court in the case of **B.S.Joshi versus State of Haryana AIR 2003 SC**.

1386, we find that no purpose would be served by keeping the criminal proceedings pending except burdening the Criminal Courts which are already overburdened. In that view of the matter and in the interests of justice, the proceedings of the subject criminal case are required to be quashed and set-aside. The criminal application is, accordingly, made absolute in terms of prayer clause (a) and is disposed of as such.

[V. L. ACHLIYA, J.]

[RANJIT MORE, J.]