

Anand

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION**

**REVISION APPLICATION NO.248 OF 2016
WITH
CRIMINAL APPLICATION NO.218 OF 2016
IN
REVISION APPLICATION NO.248 OF 2016**

Bramhadev Rammurat Dubey .Applicant

Vs.

Dinesh Champalal Jain .Respondent
through Power of Attorney
Holder Vimal Champalal Jain & anr.

Mr.Rakesh Agrawal a/w. Mr.C.Shah, Advocate, for
the Applicant
Mr.S.Vaishnawa a/w. Ms Nupur Mukerji i/b.
M/s.N.N.Vaishnawa & Co., Advocate, for the
Respondent No.1
Mrs.R.V.Newton, APP, for the Respondent No.2 –
State

CORAM : REVATI MOHITE DERE, J.

DATE : 12.07.2016

P.C.

. Heard learned counsel for the Applicant
and the learned counsel for the Respondent No.1.

2. Learned counsel for the Applicant and
the Respondent No.1 state that the parties have

amicably settled their dispute and have tendered the Consent Terms entered into by and between the Applicant and the Respondent No.1. The said Consent Terms are taken on record and marked as "X" for identification. Both, the Applicant and the Respondent No.1 are present in Court and have identified their signatures as it appears in the Consent Terms and have also been identified by their respective counsel.

3. The Applicant has deposited a sum of Rs.3,50,000/- in the Court of the learned Metropolitan Magistrate's 7th Court, Dadar, Mumbai on 17.05.2016 and had earlier deposited Rs.70,000/- & Rs.25,000/-, also in the trial Court, in 2013 & 2011. Pursuant to the Consent Terms, the Applicant has agreed to pay the Respondent No.1 a sum of Rs.3,31,000/- by way of full & final settlement and the Respondent No.1 has agreed to the same. The Applicant & the Respondent No.1 have agreed that Vimal Jain, the

bearer of the cheque will withdraw the said sum of Rs.3,31,000/-, deposited by the Applicant in the trial Court in Case No.6144/SS/2011. In view of the same, the Respondent No.1 has also given his no objection to the Applicant, to withdraw the balance amount of Rs.19,000/- out of Rs.3,50,000/- from the trial Court, in addition to Rs.70,000/- which was deposited by the Applicant in the trial Court vide receipt No.0819949 on 04.01.2013 and Rs.25,000/- on 07.12.2011. The Respondent No.1 has also given his no objection to the quashing and setting aside of the Judgment & Order dated 11.03.2016 passed by the learned Additional Sessions Judge, Greater Mumbai in Cri.Appeal No.880 of 2014 and the Judgment and Order dated 01.09.2012 passed by the learned Metropolitan Magistrate, 7th Court, Dadar, Mumbai in C.C.No.6144/SS/2011.

4. In view of the Consent Terms entered into by and between the parties, Vimal Jain, the

bearer of the cheque, is permitted to withdraw Rs.3,31,000/- deposited by the Applicant in the trial Court in Case No.6144/SS/2011. Similarly, the Applicant is permitted to withdraw the balance amount of Rs.19,000/- after paying Rs.3,31,000/- to the Respondent No.1, as well as the sum of Rs.70,000/- & Rs.25,000/- deposited by the Applicant in the trial Court on different dates.

5. In view of the Consent Terms, the Judgment & Order dated 11.03.2016 passed by the learned Additional Sessions Judge, Greater Mumbai in Cri.Appeal No.880 of 2014 and the Judgment and Order dated 01.09.2012 passed by the learned Metropolitan Magistrate, 7th Court, Dadar, Mumbai in C.C.No.6144/SS/2011 are quashed & set aside and the Applicant is acquitted of the offence with which he is charged.

6. Accordingly, the Revision Application is disposed of on the aforesaid terms.

7. In view of disposal of the Revision Application, Cri. Application No.218 of 2016 does not survive and the same stands disposed of accordingly.

Parties to act on the authenticated copy of this order.

(REVATI MOHITE DERE, J.)