

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

CRIMINAL APPLICATION NO. 5494 OF 2016
WITH APPLN/1275/2017 IN APPLN/5494/2016

SWAPNIL SUDHAKAR JADHAV
VERSUS
THE STATE OF MAHARASHTRA AND ANR

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Adv. for Applicant : Mr. V.B. Jogdand Patil and Mr. Shrikrishna S Shinde
APP for Respondent No.1: Mr. S.P. Deshmukh
Advocate for Respondent No.2 : Mr. Vijay Dhakne

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**CORAM : S.S. SHINDE AND
V. K. JADHAV, JJ.**

DATED : 9th MARCH, 2017

PER COURT:-

1. Heard learned counsel for the respective parties.
2. For the reasons stated in criminal application No. 1275 of 2017 and without prejudice to the contentions of the respondents, the application is allowed and disposed of. Amendment to be carried out forthwith.
3. Learned counsel for the applicant and respondent No.2 submit that compromise deed/terms are placed on record, which are verified by the applicant and respondent No.2. The parties are identified by their repetitive counsel. The said compromise terms is taken on record and marked "X" for identification. Para Nos. 2 to 5 of the said

compromise terms are re-produced herein below:-

- “2. The applicant is paying amount of Rs.2,75,000/- (Two lacs and seventy five thousand only) to the respondent No.2 towards his medical reimbursement and other expenses,
 - A) Out of the said amount the applicant will handover the cheque of Rs.90,000/- at the time of order passed by this Hon'ble High Court.
 - B) Second cheque of Rs.90,000/- will be given to the respondent No.2 within 35 days from the date of issue of first cheque.
 - C) The third and final cheque of remaining amount of Rs.95,000/- will be given to the respondent No.2 within 70 days from the date of order of the Hon'ble Court.
3. If any default is made by the applicant in paying the amount within the stipulated period, the applicant is liable to pay 15% interest on agreed amount from the date of default of actual payment of agreed amount to the respondent No.2.
4. That, the matter is settled before the mediator, it is agreed that, respondent No.2 and his family members will not file any Civil or Criminal litigation regarding this incidence in future against the Directors of J.S.W. Engineers Pvt. Ltd. applicant and his family members.

5. That, the respondent No.2 will not claim for service of J.S.W. Engineers Pvt. Ltd., and any compensation regarding this incidence.”

4. In that view of the matter, accepting the said compromise terms, reproduced herein above, the application deserves to be allowed. Since respondent No.2 is not supporting the allegations made in the F.I.R. no fruitful purpose will be served by keeping the proceeding R.C.C. No.2696 of 2016 pending or further continuation of the said proceeding. In case those proceedings are allowed to be continued, the same will result into abuse of process of the Court/law and wastage of valuable time of the Court. In view of exposition of Supreme Court in the case of ***Gian Singh vs. State of Punjab and another, reported in 2012 (4) Bom.C.R. (Cri.) 428***, in order to prevent abuse of process of the Court, the application is allowed in terms of its amended prayer clause. The application stands disposed of accordingly.

(V. K. JADHAV, J.)

(S. S. SHINDE, J.)

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