

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

CRIMINAL APPLICATION NO. 2384 OF 2017

- 1] Rajan s/o Har Prasad Nanda
Age 75 Years, Occu.Chairman,
M/s. Escorts Limited,
R/o House No.2, Friends Colony,
West, New Delhi.

- 2] Nikhil s/o Rajan Nanda
Age 43 Years, Occu.Managing
Director, M/s. Escorts Limited
R/o H.No.12, Jorbagh Lodi Road
New Delhi 110003
Through their Specific Power of
Attorney Holder Rohitashva Chandi
das Chakraborty,
Age 39 Years, Occu-Advocate
R/o. Mayur Vihar – Phase 2
New Delhi – 91.

APPLICANTS

VERSUS

- 1] The State of Maharashtra
Through Jinsi Police Station,
Aurangabad, Taluka and
District Aurangabad.
(Copy to be served on P.P.
High Court of Bombay,
Bench at Aurangabad)

- 2] Jubair Amannullah Motiwala
age 39 Years, Occu.Business
R/o Memon Colony,
Opp.Office of Indian Airlines,
Jalna Road,Jinsi, Aurangabad.

.. RESPONDENTS

Mr.Amol S.Sawant, Advocate for applicants
Mrs.D.S.Jape, APP for Respondent No.1.
Mr.Satej S.Jadhav,Adv. for respondent No.2.

**CORAM : S.S.SHINDE &
MANGESH S. PATIL, JJ.**

**RESERVED ON : 23/11/ 2017.
PRONOUNCED ON :27/11/2017.**

JUDGMENT (PER MANGESH S. PATIL,J.) :

Rule. Rule is made returnable forthwith. Heard finally with the consent of the parties.

2] This is an application under Section 482 of Cr.P.C, for quashing FIR bearing Crime No.12/2016 registered with Jinsi Police Station, Aurangabad, for the offences punishable under Sections 406, 420, 467, 468 and 471 read with Section 34 of IPC.

3] The respondent no.2 has lodged the FIR with the allegations that the applicants are the Chairman and Managing Director of M/s Escorts Limited. He was appointed as the sole Distributor/Dealer of the company's vehicles. By way of security, he had handed over few blank cheques to the company, however, in breach of the dealership agreement, dishonestly and with a view to cause wrongful loss to him, the company started selling tractors to various dealers directly. Hence he alleged that they have cheated him by forging documents and have used those.

4] The present application has been filed for quashing the FIR on the ground that the matter has been amicably settled between the parties viz. the applicants on the one hand and the respondent no.2 on the other hand. The applicants have also produced the 'Terms of Compromise' deed which is marked as Exh."X" for the purpose of reference.

5] We have heard learned advocates for both sides including the learned APP and we have also perused the papers and the terms of compromise.

6] Apparently the genesis of the dispute is nothing but a commercial transaction entered into between the applicants and the respondent no.2 whereby he was appointed as the exclusive dealer of the vehicles being manufactured by M/s Escorts Limited. Since as per the terms of compromise apparently the parties have agreed to settle the dispute and when it is apparently arisen out of a commercial transaction, applying principles laid down in the case of Gian Singh V/s State of Punjab and another; 2012(4) Bom.CR (Cri) 428, we find no cogent reason to discard the compromise and relegate the parties to face the criminal proceeding.

7] Hence the application is allowed. The impugned FIR is quashed and set aside. Rule is made absolute.

(MANGESH S. PATIL,J.)

(S.S.SHINDE ,J.)