

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

CRIMINAL APPEAL NO. 541 OF 2016

Shrikant Madhav Nagargoje Appellant

Versus

Ratna Auto Comps Pvt. Ltd. & Ors. Respondents

.....
Mr V. B. Patil, Advocate for the appellant
Mr G. D. Kale, Advocate h/f Mr M. V. Nagargoje, Advocate for
respondents No. 1 to 3
.....

ALONG WITH

CRIMINAL APPEAL NO. 544 OF 2016

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Ratna Auto Comps Pvt. Ltd. & Ors. Respondents

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respondents No. 1 to 3
.....

CORAM : V.L.ACHLIYA, J.
DATE : 04/05/2017

PER COURT :

1. The consent terms filed by the complainant and accused are taken on record and marked as "X" for identification.

2. In view of settlement of dispute and compromise of offence u/s 138 of the Negotiable Instruments Act between the complainant and accused, both the appeals are disposed of by this common order.

3. Complainant and accused are present along with their respective advocates and filed the terms of compromise as entered between the complainant and the accused. The complainant and the accused admit their respective signatures and further state that they have signed the consent terms voluntarily. Parties are identified through their respective advocates.

4. In short, the facts leading to filing of the appeals are summarized as under:-

The appellant (hereinafter referred to as "complainant") entered into the partnership with the accused persons and invested Rs. 22.00 Lakhs. Deed of Partnership was registered on 11.04.2012. Subsequently, the dispute was occurred in between the complainant and the accused. They decided to dissolve the partnership w.e.f. 12.11.2012 and the accounts were settled. Towards the payment to be made to the complainant, the accused had issued two cheques

of total amount of Rs. 10.50 lakhs. When the complainant presented those cheques for encashment, the cheques were returned dishonoured. *In spite* of service of statutory notice, the amount was not paid and, therefore, the complainant filed two separate complaints u/s 138 r/w Section 141 of the Negotiable Instruments Act, which were numbered as 7668/2013 & 8454/2013, respectively. Vide Judgment & Order dt. 30.08.2016 passed by learned Judicial Magistrate First Class, Aurangabad, the complaints filed by the complainant came to be dismissed and accused were acquitted. Being aggrieved, the complainant preferred appeals, which came to be admitted by this Court vide order dt. 20.09.2016. Pending disposal of appeals, the complainant and accused have entered into a settlement. In terms of the settlement, the accused have agreed to pay Rs. 7.00 Lakhs to complainant towards the cheques dishonoured and the complainant has agreed to accept the said amount towards full and final settlement of all the disputes on account of said cheques.

5. In terms of the settlement, the complainant has agreed to withdraw the appeals by accepting Rs. 7.00 Lakhs towards full & final settlement of claim on account of both the cheques dishonoured. The complainant has further agreed to withdraw the

complaint registered at his instance vide C.R. No. 714/2016 with Police Station, Waluj for offence u/s 406, 420, 465 & 467 of IPC. He has also agreed that, if required, he will file joint application to quash the said FIR. Complainant has further agreed to withdraw the application filed by him seeking cancellation of bail of accused.

6. Looking to the over all facts of the case, nature of offence and settlement arrived at which will help the parties to put an end to all the litigations between them, I am inclined to dispose of the appeals in terms of compromise arrived at in between the complainant and accused. Appeals stand disposed of in terms of compromise terms.

7. In view of disposal of appeals, nothing survives for consideration in the connected criminal applications filed for fixing the matters for early hearing. Same stand disposed of in terms of disposal of appeals.

(V. L. ACHLIYA, J.)