IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
CRIMINAL REVISION APPLICATION NO.51 OF 2017
WITH
CRIMINAL APPLICATION NO.45 OF 2017
IN
CRIMINAL REVISION APPLICATION NO.51 OF 2017

Ranjit Sham Chougule & Ors. ...Applicants

Versus

The State of Maharashtra & Ors. ...Respondents

WITH
CRIMINAL APPLICATION NO.116 OF 2017
IN
CRIMINAL REVISION APPLICATION (ST) NO.124 OF 2017
WITH
CRIMINAL REVISION APPLICATION (ST) NO.124 OF 2017

Ashoka Pipe Mfg. Company Through POA Rakesh Jain ...Applicants

Versus

Ranjit Sham Chougule & Ors. ...Respondents

.....

Mr. Satyavrat Joshi i/b. M/s. Vidhi Partners for the Applicants in APPR/45/2017, REVN/51/2017.
Mr. Santosh D. Thakur for the Respondent No.4 and Applicant in APPR/116/2017 and APPR/117/2017.
Mr. P.H. Gaikwad, APP for the Respondent -State.

CORAM : SMT. ANUJA PRABHUDESSAI, J.

DATED : 16th AUGUST, 2017.

P.C.:-

The Applicants in Criminal Revision Application No.51 of 2017 were the accused whereas the Applicant in Criminal Revision

Application (st) No.124 of 2017 was the complainant in C.C. No.36955/SS/2009, on the file of the learned Metropolitan Magistrate, 7th Court, Dadar, Mumbai and they shall be hereinafter referred to as the accused and the complainant respectively.

2. The accused have filed the Criminal Revision Application No.51 of 2017 challenging their conviction and sentence for the offence punishable under Section 138 read with Section 141 of the Negotiable Instruments Act. Whereas the complainant has filed Criminal Revision Application (st) No.124 of 2017 challenging clause 4 of the order dated 21.10.2016 in Criminal Appeal No.1039 of 2014 whereby accused Nos.4 and 5 have been exempted from paying any compensation to the complainant.

3. The learned counsels for the accused and the complainant in their respective revision applications have submitted that during the pendency of these revisions, the complainant and accused have settled the dispute amicably. They have placed on record the consent terms which read as under :

CONSENT TERMS

"The parties to this revision application have agreed and resolved to

settle their disputes on the following terms and conditions:

1. The Petitioner Ranjit Sham Chougule undertakes to this Hon'ble Court to pay a total sum of Rs.15,00,000/- (Rupees Fifteen Lacs only) to the Respondent M/s. Ashoka Pipe Mfg. Company in the following manner :-

(i) At the time of signing and filing of this consent term in this Hon'ble Court a sum of Rs.15,00,000/- (Rupees fifteen Lacs only) by bank pay order No.491919 dated 18/04/2017 issued by Deutsche Bank at its Fort, Mumbai Brnach drawn in favour of Ashoka Pipe Mfg. Co.

(ii) A sum of Rs.3,00,000/- (Rupees Three Lacs only) being 20% of Trial Court amount of Rs.15,00,000/- deposited by the Petitioner Ranjit Chougule in the Trial Court 7th Bhoiwada, Dadar, during the admission of appeal in Sessions Court, shall be refunded to Petitioner/Original accused Mr. Ranjit Sham Chougule. The Petitioner Ranjit Chougule undertakes to this Hon'ble Court that he has not encumbered the said amount of deposit of sum of Rs.3,00,000/- (Rupees Three Lacs only) in any manner or withdrawn

by him or anyone claiming under or through him from the Trial Court and remains to be with the Trial Court.

2. The Trial Court 7th Bhoiwada, Dadar, be directed to refund the Bail amount to the petitioners/original accused, paid by them at the time of first appearances in C.C. No.36955/SS/2009.
3. The Judgment of Conviction passed by Trial Court in C.C. No.36955/SS/2009 dated 18.09.2014 and Judgment of Sessions Court dated 21/10/2016 in Criminal Appeal No.1039 of 2014 be set aside and the Petitioners/Original Accused be acquitted/discharge.
4. The parties hereto agree that on fulfillment of the above mentioned terms and conditions, the above mentioned revision application stands disposed off.
5. Parties agreed to bear their own cost."

4. The power of attorney, which is annexed to the consent terms indicates that the complainant has been authorised to enter into a compromise. The consent terms have been signed by accused No.2 as well as the attorney of the complainant and their respective Advocates. The respective parties and their counsels have confirmed

that the terms are agreeable to them. The terms are taken on record and marked 'x' for identification. The undertaking given by the respective parties are accepted.

5. Since the parties have arrived at amicable settlement in terms of the consent terms, leave is granted to compound the offence. Hence, the following order :-

ORDER

(i) The Revision Applications are allowed in terms of the consent terms. The order of the Special Judge(CBI)/The Addl. Sessions Judge, Gr. Bombay, dated 21.10.2016 and order of the Metropolitan Magistrate, 7th Court, Dadar, Mumbai, dated 16.9.2014 are quashed and set aside;

(ii) The accused are acquitted of the offence punishable under Section 138 r/w 141 of the Negotiable Instruments Act;

(iii) The accused No.2 shall pay costs of Rs.25,000/- to Tata Memorial Cancer Hospital within a period of two weeks. If costs are not paid the impugned order shall stand recalled without further orders of this Court with consequences to follow;

(iv) In terms of clause (ii) of paragraph (1) and clause (2) of the consent terms an amount of Rs.3,00,000/- deposited before the Trial Court towards cash surety be refunded to the accused No.2;

(v) All other applications stand disposed of;

(vi) Parties to act on an authenticated copy of this order.

6. Stand over to **31.8.2017** for compliance.

(ANUJA PRABHUDESSAI, J.)