

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

**CRIMINAL REVISION APPLICATION NO.55 OF 2017
WITH
CRIMINAL APPLICATION NO.49 OF 2017
IN
CRIMINAL REVISION APPLICATION NO.55 OF 2017**

Ranjit Sham Chougule & Ors. ...Applicants
Versus
The State of Maharashtra & Ors. ...Respondents

**WITH
CRIMINAL REVISION APPLICATION (L) NO.122 OF 2017
WITH
CRIMINAL APPLICATION NO.114 OF 2017
IN
CRIMINAL REVISION APPLICATION (L) NO.122 OF 2017**

Rakesh Kumar A. Jain ...Applicants
Versus
Ranjit Sham Chougule & Others ...Respondents

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Mr. Satyavrat Joshi i/b. M/s. Vidhi Partners for the Applicants in APPR/49/2017 and REVN/55/2017.

Mr. Santosh D. Thakur for the Respondent No.4 and the Applicant in REVN(ST)/122/2017 and APPR/114/2017.

Mr. P.H. Gaikwad, APP for the Respondent -State.

CORAM : SMT. ANUJA PRABHUDESSAI, J.

DATED : 16th AUGUST, 2017.

P.C.:-

The Applicants in Cri. Revision Application No.55 of 2017 were the accused whereas the Applicant in Cri. Revision Application (L) No.122 of 2017 was the complainant in C.C. No.42215/SS/2009

on the file of Metropolitan Magistrate, 7th Court, Dadar, Mumbai, and they shall be hereinafter referred to as the accused and complainant respectively.

2. The accused have filed Cri. Revision Application No.55 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 Revision Application (L) No.122 of 2017 challenging clause 4 of the order dated 21.10.2016 in Criminal Appeal No.1043 of 2014 whereby accused Nos.2 and 3 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 No.1 Ranjit Sham Chougule undertakes to

this Hon'ble Court to pay a total sum of Rs.22,25,000/- (Rupees Twenty Two Lacs Twenty Five Thousand only) to the Respondent Mr. Rakesh Kumar Jain 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.22,25,000/- (Rupees Twenty Two Lacs Twenty Five Thousand only) by bank through PO Ref No.462909 dated 07/08/2017 issued by Deutsche Bank at its Fort Branch, drawn in favour of Rakesh Kumar Jain.
- (ii) A sum of Rs.4,45,000/- (Rupees Four Lacs Forty Five Thousand only) being 20% of Trial Court amount of Rs.22,25,000/- 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 No.1 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.4,45,000/-(Rupees Four Lacs Forty Five Thousand 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.42215/SS/2009.
3. The Judgment of Conviction passed by Trial Court in C.C. No.42215/SS/2009 dated 20.09.2014 and Judgment of Sessions Court dated 21/10/2016 in Criminal Appeal No.1043 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 consent terms have been signed by accused Nos.2, 4 and 5 as well as 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 20.9.2014 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 Police Welfare Fund 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.4,50,000/- 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.)