

IN THE HIGH COURT OF JUDICATURE AT BOMBAY***CRIMINAL APPELLATE JURISDICTION*****CRIMINAL WRIT PETITION NO.2132 OF 2017**

Madanlal Kothari & Anr.] ... Petitioners

Versus

State of Maharashtra & Anr.] ... Respondents

Mr. Harshad Ponda i/b Ms. Preeti Shah for Petitioners.

Mrs. A. S. Pai, APP for State.

Mr. Subodh Desai a/w Mr. R. K. Satpalkar i/b Mulla & Mulla & Craigie Blunt & Caroe for Respondent No.2.

**CORAM :- RANJIT MORE &
SARANG V. KOTWAL, JJ.**

DATE :- 13 JUNE, 2017

P. C. :-

1. Heard the learned Advocate for applicants, the learned Advocate for respondent no.2 and the learned APP.

2. The petition is filed invoking the jurisdiction of this Court under Section 482 of the Cr.P.C. and under Article 226 of the Constitution of India for quashing and setting aside the FIR in C.R.No.57/2017 registered with MRA Marg Police Station, Mumbai. The said FIR was registered on 02/03/2017 at the instance of the respondent no.2 against the petitioners for the offences punishable

under Sections 420 and 406 r/w 34 of IPC, so also under Sections 3, 4, 5, 8 and 13 of the Maharashtra Ownership of Flats Act, 1963.

3. Pending investigation, the parties settled their dispute and entered into Consent Terms on 12/06/2017. A copy of the Consent Terms is placed on record. In clause 3 of the said Consent Terms, the petitioners agree to pay to the respondent no.2, his wife Malti Renjen and his son Vidur Renjen an amount of Rs.7,71,23,511/- (Rupees Seven Crores Seventy One Lakhs Twenty Three Thousand Five Hundred Eleven only). The respondent no.2 has also agreed to accept this amount towards full and final settlement of his claim against the petitioners. The parties also agree that once this amount is paid to the respondent no.2 by the petitioners, the respondent no.2 shall have no objection for quashing the subject FIR.

4. The petitioners submit that the Demand Draft in the amount of Rs.7,71,23,511/- is handed over to the respondent no.2. The respondent no.2, on specific query, stated that he has received the Demand Draft for the amount agreed under the Consent Terms.

5. The respondent no.2 has also filed an affidavit dated 12/06/2017. In Clause 3 of the said affidavit, he has stated that he has no objection to quash the subject C.R. subject to payment of agreed amount, as stated above. Pursuant to the terms agreed above, the petitioners have handed over a Demand Draft of the said amount to the respondent no.2 and he has accepted the same.

6. The respondent no.2 is personally present in the Court. On specific query, he states that he has gone through the Consent Terms, the affidavit as well as the contents of the petition. In the above circumstances, he has no objection to quash the subject C.R. He has also stated that he has given no objection out of his free will and without any force or coercion.

7. It can, thus, be seen that the matter has been amicably settled between the parties. From the perusal of complaint, it transpires that the allegations are totally personal in nature. In these circumstances, and especially in view of the law laid down by the Apex Court in the case of *Narinder Singh Vs. State of Punjab*¹, we find that no purpose would be served by keeping the criminal proceedings pending except burdening the criminal Courts which are already overburdened. However, at the same time, costs need to be saddled on the parties for using the police and judicial mechanism for settling their personal disputes.

8. Accordingly, the petition is allowed in terms of prayer clause (a) subject to payment of costs of Rs.50,000/- (Rupees Fifty Thousand Only) to be deposited in the account of Mumbai Police Welfare Fund bearing account no.465010100008693 in the Axis Bank, Lamington Road Branch, Mumbai. The applicants shall pay the said costs and produce the receipt thereof on the file of this Court within a

¹ 2014 AIR SCW 2065

period of four weeks from today, failing which the petition shall stand dismissed automatically without further reference to the Court.

9. Subject to above, the petition stands disposed of.

(SARANG V. KOTWAL, J.)

(RANJIT MORE, J.)