

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

CRIMINAL APPLICATION NO. 690 OF 2014

Aman Pramod Bajaj s/o. Pramod Kumar Bajaj
& Anr.

..Applicants

v/s.

The State of Maharashtra & Anr.

..Respondents

**WITH
CRIMINAL APPLICATION NO. 691 OF 2014**

Narendra Popatlal Chokani
v/s.

..Applicant

The State of Maharashtra & Anr.

..Respondents

Mr. Dharmendra Rohra for the Applicants in both the applications.
Mr. K.V.Saste, APP for the Respondent No.1 in both the applications.
Mr. Vikas Singh for the Respondent No.2 in both the applications.

**CORAM : A.S.OKA & ANUJA PRABHUDESSAI, JJ.
DATED : 10TH MARCH, 2017**

P.C.

1. Rule. The learned APP waives service for the first Respondent.
The learned Counsel appearing for the second Respondent waives service. The prayer in both these applications is for quashing the

First Information Report registered vide C.R.No. 103 of 2007 and the chargesheet filed on the basis thereof. The Applicants in Criminal Application No.690 of 2014 are the second and third accused and the Applicant in Criminal Application No.691 of 2014 is the first accused. Chargesheet has been filed by the police for offences under Section 408, 467, 471, 385 r/w. 34 and 120B of the Indian Penal Code. The allegation in short is that the accused No.1 was employed by the second Respondent. The blank cheques admittedly signed by the second Respondent were handed over by the second Respondent to the accused No.1. The allegation is that after the accused no.1 was removed from the employment, he retained the unused signed cheques which were illegally handed over by him to the accused nos.2 and 3. It is alleged that the accused no.2 presented the said cheques in a bank in Delhi. As the cheques were dishonoured, a threat was given to the second Respondent to prosecute him under Section 138 of the Negotiable Instruments Act.

2. The parties have relied upon the Settlement Agreement dated 26th November, 2013. Under the Settlement Agreement, it was

agreed that a sum of Rs.30 Lakhs will be paid by the third party described in the said Agreement to the first Party. The third party described in the said agreement is the first Informant. There is an affidavit filed by the second Respondent in both the matters accepting the settlement and recording no objection for quashing the criminal proceedings. We have perused the documents forming part of the chargesheet. After having perused the documents forming part of the chargesheet we are of the view that the offences punishable under Section 467 and 471 are not clearly made out.

3. The terms of settlement shows that the dispute subject matter of the criminal proceeding had predominantly a civil flavour and the dispute has been settled in terms of money. The other disputes referred in the settlement agreement have already been settled between the parties.

4. Therefore, in the facts of the case, the chances of conviction are very bleak and continuation of criminal proceedings will not serve any purpose in the light of the settlement arrived at between the parties. The offences alleged cannot be said to be against the society at large or of heinous nature. Therefore, this is a fit case to exercise

powers under Section 482 of the Code of Criminal Procedure, 1973.

Accordingly, we pass the following order.

- i) Rule in both the applications is made absolute in terms of prayer clause (a) which reads thus:-

“This Honourable Court be pleased to quash and set aside offence registered vide C.R.No.103/2007, registered with Shahunagar Police Station for offence under Section 408, 411, 467, 471, 385, 34 r/w. 120(b) of I.P.C. being C.C.No. 1090/PW/2008 pending on the board of Ld. Additional Chief Metropolitan Magistrate, 12th Court, Bandra, Mumbai on such terms and condition as this Honourable Court may deem fit and proper.”

- ii) All concerned, to act on an authenticated copy of this Order.

(ANUJA PRABHUDESSAI, J.)

(A.S.OKA, J.)