

IN THE HIGH COURT OF JUDICATURE AT BOMBAY***CRIMINAL APPELLATE JURISDICTION*****CRIMINAL APPLICATION NO.716 OF 2017**

Lalgudi Saptharishi Vaidyanathan & Ors.] ... Applicants

Versus

The State of Maharashtra & Anr.] ... Respondents

Mr. A. H. Ponda i/b V. N. Ajikumar for Applicants.

Ms. S. D. Shinde, APP for State.

Mr. Sandeep Kekane a/w Kaizaz Merchant i/b Apex Law Partners for Respondent No.2.

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

DATE :- 12 JULY, 2017

P. C. :-

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

2. The Criminal Application is filed for quashing and setting aside MECR No.1 of 2017 registered with Cuffe Parade Police Station at the instance of Budhrani brothers by the respondent no.2 for the offences punishable under Sections 465, 467, 468, 420 and 406 r/w 120-B and 34 of the IPC. The said MECR is registered in pursuance of an order dated 10/02/2017 under Section 156(3) of the Cr.P.C.,

passed by the learned Metropolitan Magistrate, 23rd Court, Esplanade, Mumbai in Criminal Complaint No.2300012/SW/2017. The private complaint discloses that the applicants are the Directors of Nitesh Estates Limited and Budhrani brothers are the 50% shareholders in Courtyard Constructions Pvt. Ltd. This is a landed property at Bangalore. The allegations against the applicants are that the 50% shares of the Budhrani group are mortgaged with Canara Bank without their consent.

3. Pending investigation of the subject MECR, the parties settled their dispute amicably and accordingly entered into Compromise Terms dated 12/07/2017, copy of the same is placed on record. Under the said Compromise Terms, the applicants' group has taken over the entire shareholding of the Courtyard Constructions Pvt. Ltd. The loan amount is also fully paid by the applicants. Accordingly, Budhrani group agreed to give their consent for quashing and setting aside the subject MECR.

4. The respondent no.2 accordingly has filed an affidavit dated 12/07/2017, being the Power of Attorney of Devidas Budhrani and Harichandra N. Budhrani. The Budhrani brothers have given authority to the respondent no.2 to settle or compromise the subject FIR. In para 5 of the said affidavit, the respondent no.2 has given no objection for quashing the subject FIR.

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

6. 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.

7. Accordingly, the Criminal Application is allowed in terms of prayer clause (i) subject to payment of costs of Rs.50,000/- (Rupees Fifty Thousand Only) to be deposited in the Tata Memorial Cancer Hospital. The applicants shall pay the said costs and produce the receipt thereof on the file of this Court within a period of four weeks from today, failing which the Criminal Application shall stand dismissed automatically without further reference to the Court.

¹ 2014 AIR SCW 2065

8. Subject to above, the Criminal Application stands disposed off.

(SARANG V. KOTWAL, J.)

(RANJIT MORE, J.)