

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

**CRIMINAL APPLICATION NO.776 OF 2017**

**Mannu Lekhraj Nischal : Applicant.**  
**Versus**  
**The State of Maharashtra and anr. : Respondents.**

**Mr. Ninad Muzumdar for the Applicant.**  
**Mr. F R Shaikh, Addl. PP for the Respondent/State.**  
**Mr. S R Phanse a/w Mr. K Y Mali for the Respondent No.2.**

**CORAM : R. M. SAVANT &  
SANDEEP K. SHINDE, JJ.**  
**DATE : 13<sup>th</sup> September 2017**

**P.C.**

1 By the above Application, the Applicant seeks quashing of the C.R. Registered with the BKC Police Station being MECR No.02/2016 for offence punishable under Section 409 of the Indian Penal Code. The said complaint was lodged by the Respondent No.2 herein on account of the transaction relating to the sale of diamonds which had taken place between the Applicant and the Respondent No.2.

2 It is not necessary to further dilate on facts as the parties have arrived at an amicable settlement. The said settlement has been reduced into writing by way of a Compromise Deed dated 16/07/2017 which is executed at New Delhi. In the context of the present Application, paragraphs 4 and 5 of the said Compromise Deed are material and are reproduced herein under :-

“4 That the first party will have no objection if second party be discharged from the charges in the FIR.

5 That since the amount has already been received by the first party so the first party has no objection if the present FIR be quashed.”

3 The Respondent No.2 has also filed an affidavit bearing today's date i.e. 13/09/2017 and affirmed before this Court. Paragraphs 5, 7 and 8 of the said affidavit are material and are reproduced herein under :-

“5 The entire dispute has been settled on following terms :

- a) Rs.1,01,000 paid through NEFT on 10/07/2017
- b) Rs.99,000/- paid through NEFT on 15/07/2017
- c) Rs.2,00,000/- via Demand Draft No.139235 dated 15/07/2017
- d) Seven Cheques bearing Nos.423997 to 424003 of Rs.50,000/- each drawn on State Bank of India.

7 I hereby unconditionally withdraw all allegations and grievances against the accused Mannu Nischal.

8 I am making this affidavit for the purpose of filing it in quashing application of the applicant Mannu Lekhraj Nischal”

4 Hence execution of the Compromise Deed as also filing of the affidavit by the Respondent No.2 ex-facie disclose that the parties have arrived at an amicable settlement. The Respondent No.2 i.e. the Complainant is personally present in Court. He is identified by Shri S R Phanse the learned counsel appearing for him. He is also identified by his Aadhar Card bearing

No.6825 4146 7139. When put in the box and queried, the Respondent No.2 accepts the factum of the Compromise Deed being executed between the parties. He further states that the affidavit tendered by the learned counsel Shri S R Phanse is his and that the contents of the affidavit have been understood by him and that the said contents are acceptable to him.

5           In the light of the Compromise Deed coupled with the affidavit filed by the Respondent No.2 and having regard to the law laid down by the Apex Court in the matter of Narinder Singh vs. State of Punjab, reported in (2014) AIR SCW 2065 as also the judgment of the Apex Court in the matter of Gian Singh vs. State of Punjab and anr. reported in (2012) 10 SCC 303, there is no impediment in quashing the proceedings in view of the amicable settlement arrived at between the parties. The above Criminal Application is allowed and made absolute in terms of prayer clause (b). The Applicant and the Respondent No.2 to pay costs of Rs.20,000/- each to the Police Welfare Fund, which would have to be deposited with the office of the Commissioner of Police, Mumbai within 8 weeks from date. The receipt to be obtained and filed with the Registry of this Court. The above Criminal Application is accordingly disposed of.

[SANDEEP K. SHINDE, J]

[R.M.SAVANT, J]