

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

WRIT PETITION NO.3145 OF 2017

Endemol India Pvt. Ltd.Petitioner
V/s.
The State of Maharashtra & Ors.Respondents

Mr. Samsher Garud with Mr. Himanshu Chowdhary i/by Naik Naik & Co., Advocates for Petitioner.
Mr. J.P.Yagnik, APP for the Respondent-State.
Ms. Pooja Joshi i/by India Law Alliance, Advocate for Respondent No.3.
Mr. Rakesh Sawant, Advocate for Respondent No.5.

**CORAM :- R.M. SAVANT &
SANDEEP K. SHINDE, JJ.**

DATE :- 12TH SEPTEMBER, 2017.

PC. :-

By the above Criminal Writ Petition, the Petitioner seeks quashing of the FIR NO.332 of 2013 dated 28.8.2013 registered with Oshiwara Police Station, Mumbai for the offences punishable under Sections 420, 406, 465, 466, 468, 471, 34, 114 and 120B of IPC and Sections 63, 65 and 69 of the Copyright Act, 1957. In so far as the offences under IPC are concerned, they are all punishable with imprisonment below 7 years and in so far as the Copyright Act

is concerned, offences are punishable with imprisonment ranging from 6 months to a maximum of 3 years. The FIR has arisen on account of allegation of the First Informant that the intellectual property rights relating to programme 'BIG BOSS' was wrongly exploited by its ex-employees by joining another company. The said programme 'BIG BOSS' was replicated in Malyalam. It is not necessary to dilate further on the said aspect. Suffice it to state that in respect of the same dispute, the parties were involved in a civil proceeding being Suit No.555 of 2013 filed in this Court. In the said suit, the parties have arrived at a settlement which was reduced into writing in the form of Consent Terms dated 29.9.2016. The said Consent Terms inter-alia contain the conditions/covenants evidencing the settlement arrived at between the parties. The said Consent Terms have been signed on behalf of the Petitioner herein who was the plaintiff in the said Suit. The said Suit being No.555 of 2013 came to be disposed of in terms of the Consent Terms. Hence, the Consent Terms ex-facie disclose that in so far as the civil proceeding is concerned relating to the infringement of the Copyright, same has been settled by the parties. As indicated above, the above Petition has been filed on behalf of the First Informant-Company for quashing of the subject FIR in view of the settlement

arrived at between the parties as evidenced by the Consent Terms. Accused i.e., the Respondent Nos.2 to 5 herein have filed their affidavit through the Respondent No.5 (Original Accused No.4). In paragraph 2 of the said affidavit dated 3.8.2017 sworn before Notary Public Shri S.K.D. Babu Notary, Government of Tamil Nadu, Chennai City, it is stated in paragraph 2 that no disputes are remaining between the Complainant and the accused and that the affiant, i.e. the Respondent No.5 has no objection if the above Criminal Writ Petition is allowed and the FIR No.332 of 2013 is quashed. On behalf of the First Informant i.e., the Petitioner, the FIR was lodged by one Bhaskar Dey who according to the learned counsel for the Petitioner Mr. Garud, has left the services of the Petitioner. However, representative of the Petitioner Ms. Sneha Mehta Legal Assistant is personally present in the Court. She is identified by the learned counsel Shri Garud who is appearing for the Petitioner. She is also identified by her PAN Card No.CFGPS2186N. When put in the box and queried, she states that the settlement has been arrived at between the parties as a result of which Consent Terms have been filed in the Suit No.555 of 2013 before the learned Single Judge of this Court. None is present on behalf of the Accused as they are based in Chennai. Having regard

to the Consent Terms filed in the Suit in question bearing No.555 of 2013 coupled with the affidavit filed by the Respondent No.5 as also having regard to the judgment of the Apex Court in the case of **Narinder Singh v. State of Punjab** reported in (2014) 6 SCC 466, there is no impediment in quashing the proceedings. Dictum of the Supreme Court in **Gian Singh v. State of Punjab** reported in (2012) 10 SCC 303 would also lead to the same conclusion. No useful purpose would therefore be served by keeping the proceedings pending. The Petition is allowed and made absolute in terms of prayer clause (A).

2 Petitioners to pay cost of Rs.25,000/- to be deposited with the National Association of Blind, Worli, Mumbai. The Respondent Nos.2 to 5 also to pay cost of Rs.25,000/- in total also to be deposited with the National Association of Blind, Worli, Mumbai within eight weeks from date. Receipts to be obtained and filed in the Registry.

(SANDEEP K. SHINDE, J)

(R.M. SAVANT, J)