

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CRIMINAL APPLICATION NO.836 OF 2017

Mr. Asif Shamim SiddiqueApplicant
V/s.
The State of Maharashtra & Anr.Respondents

Mr. Tushar Kale, Advocate for Applicant.
Mr. V.B.Konde-Deshmukh, APP for the Respondent-State.
Mr. Madhukar Murlidhar Aamrao, Respondent No.2 present.

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

DATE :- 22ND SEPTEMBER, 2017.

PC. :-

The above Criminal Application has been filed for quashing of the FIR in CR No.01/2017 registered with the Dadar Police Station for the offences punishable under Sections 51 and 63 of the Copyright Act, 1957. The gravamen of the allegation against the Applicant is the unauthorised sale of the T-Shirt having the 'Chhota Bheem' logo. The said allegation is on the basis that the said logo belongs to the First Informant, i.e., the Respondent No.2 herein. The parties have arrived at an amicable settlement which is reduced into writing by way of Memorandum of

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Understanding/Settlement/Agreement which is annexed to the above Application at Exhibit 'B' Page 27. The said agreement has been arrived in August, 2017. The First Informant, i.e., the Respondent No.2 herein is personally present in the Court. The Applicant who is personally present in the Court identifies the Respondent No.2 as being Madhukar Murlidhar Aamrao. He is also identified by his Election Identity Card bearing No.TDW5018924. When put in the box and queried, he states that he accepts the fact that the settlement has been arrived at between the Applicant and him and that the said settlement is the Memorandum of Understanding/Settlement/Agreement which is annexed at Exhibit 'B' and which is arrived at in August, 2017. The Applicant, Asif Shamim Siddique is also personally present in the Court. He is identified by the learned counsel Mr. Kale. He is also identified by his Adhar Card bearing No.5761 0550 1715. When put in the box and queried, he states that he accepts the fact that settlement has been arrived at between him and the Respondent No.2 which has been reduced into writing by way of Memorandum of Understanding/Settlement/Agreement annexed at Exhibit 'B'. In the said Memorandum of Understanding/Settlement/Agreement and especially Clause 5 thereof, parties have provided for quashing of

the proceedings of the instant FIR registered by the Respondent No.2. The said Clause 5 is reproduced hereunder for the sake of ready reference:

“5 That Second Party shall, if at all required, also make a voluntary statement and file an Affidavit/NOC too before Hon'ble High Court or any other Court of Law to confirm that he has no objection in quashing/compounding of the said FIR, registered by the Second Party in the said Police Station, under the Code of Criminal Procedure, 1973 and/or any other Compromise Agreement, Affidavit(s), Application(s), Petition(s), Writ Petition(s), Plaint(s), or any other Pleading(s) before such authority/authorities, Court(s), Forum(s), Tribunal(s) etc. as may be required from time to time to ensure the cancellation/quashing/compounding of the said FIR/Offences.”

2 The Memorandum of Understanding/Settlement/Agreement as also the statements made by the Applicant and the Respondent No.2 when put in the box confirms the fact that parties have amicably settled their disputes. 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 though the offences alleged are non-compoundable. 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 above Criminal Application is accordingly allowed and made absolute in terms of prayer clause (a).

3 The Applicant to pay costs of Rs.10,000/- to be deposited with the Police Welfare Fund in the Office of the Commissioner of Police, Mumbai within six weeks from date. Receipt to be obtained and filed in the Registry. The Respondent No.2 also to pay the cost of Rs.10,000/- to be deposited with the Police Welfare Fund in the Office of the Commissioner of Police, Mumbai within six weeks from date. Receipt to be obtained and filed in the Registry.

(SANDEEP K. SHINDE, J)

(R.M. SAVANT, J)