

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION

**CRIMINAL APPLICATION NO.955 OF 2017**

Himanshu Umesh Kumar Raj ....Applicant  
V/s.  
The State of Maharashtra & Anr. ....Respondents

Mr. Sohail Shaikh, Advocate for Applicant.  
Mrs. M.M.Deshmukh, APP for the Respondent-State.  
Mr. Brahmanand Dubey, Advocate for Respondent No.2.

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

**DATE :- 22ND SEPTEMBER, 2017.**

**PC. :-**

The above Criminal Application has been filed for quashing the FIR bearing No.I-209 of 2017 registered with Kalwa Police Station for the offences punishable under Sections 452, 354, 504 and 506 of the Indian Penal Code, 1860 and Section 67(1) of the Information Technology Act, 2000. The said FIR has arisen on account of the misunderstanding between the Applicant and the Respondent No.2 who were acquainted with each other in the capacity of being friends. The parties have amicably resolved their disputes and have accordingly executed Memorandum of

Understanding which is annexed to the above Application as Exhibit 'B' Page 21. The said Memorandum of Understanding is executed before the Notary Public Mr. Hemant Jangam, Notary, Government of India. The said Memorandum of Understanding bears Serial Number 417 Page 75 dated 5.8.2017. In the context of the reliefs sought in the present Application, clause ( F ) of the said Memorandum of Understanding is material and is reproduced hereunder:

*“F) This M.O.U. Will be entered and executed in duplicate, each party shall have one original copy of this M.O.U. for their individual record.*

*The Memorandum of Understanding is made and executed between the parties on following terms and conditions as follows:-*

*1 That Vishakha Tandel shall withdraw the FIR No.I209/2017 by filing appropriate application before the Kalwa Police Station/Court within a period of 6 months from date of execution of this MOU and by submitting this MOU with Investigation Officer of Kalwa Police Station or alternatively file an application in the High Court, Bombay to quash FIR No.I209/2017 in High Court U/s.482 of Cr.PC. within a period of 6 months from date of signing of this M.O.U. at cost and expenses of Mr. Himanshu Raj.*

*2 All the earlier disputes with regard to relationship between Vishakha Tandel and Himanshu Raj stands settled permanently. There shall be no dispute regarding the relationship of both the parties to this MOU.*

*3 Both the parties hereto confirm that no other criminal or civil cases is filed or pending except that which is mentioned hereinabove, however, if any such criminal or civil case is pending and which is not disclosed above by any of the party, the same shall be withdrawn/dismissed by the*

*respective party who has filed such case as per the procedure mentioned hereinabove.*

*4 It is hereby confirmed and declared that the respective parties have set their hands and subscribed to these writing and put their respective signatures on this M.O.U. on their own free will and volition without any undue force, coercion or undue influence and this M.O.U. is executed by each party in presence of Notary Public who has identified the photo I-Cards of respective party. It is further affirmed that all the parties including witnesses have annexed the photo-copy of proof residence and photo-id to this M.O.U. as further proof of execution/witness to execution of this M.O.U.”*

2 Hence, the MOU unequivocally discloses that the parties have amicably settled their disputes and, therefore, the Respondent No.2 does not desire to prosecute the proceedings pursuant to the FIR lodged by her. In so far as the Applicant is concerned, he has filed Undertaking bearing today's date, i.e., 22.9.2017 and which has also been executed before the Notary Public Shri S.K.Shetty, Notary Government of India and bears Notarial Register No.4520 dated 22.9.2017. Paragraph 3 of the said Undertaking is material and is re-produced hereunder:

*“3 I further also given an undertaking that I will not disclose the confidential information shared with me by the Respondent No.2 to any third person, on social media like Facebook, Whatsapp, etc.”*

3 The Respondent No.2 is personally present in the Court. She is identified by the learned counsel Mr. Brahmanand Dubey. She is also identified by her Adhar Card No.3602 9654 1857. When put

in the box and queried, she states that settlement has been arrived at between the parties which is recorded in the M.O.U. dated 5.8.2017. The Applicant Himanshu Umesh Kumar Raj is also personally present in the Court. He is identified by the learned counsel Mr. Sohail Shaikh. He is also identified by his Adhar Card bearing No.3970 1493 6362. When put in the box and queried, he states that he has executed the MOU on 5.8.2017 as also the Undertaking bearing today's date, i.e., 22.9.2017. He accepts the contents of the said Undertaking.

4           Hence, the aforesaid facts disclose 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. Hence, the above Criminal Application is made absolute in terms of prayer clause (a). The learned counsel

Mr. Dubey undertakes to file vakalatnama on behalf of the Respondent No.2 during one week. Undertaking accepted.

**(SANDEEP K. SHINDE, J)**

**(R.M. SAVANT, J)**