

CRIMINAL APPLICATION NO.1375 OF 2016

Versus

The State of Maharashtra & Anr. ...Respondents

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Mr. R.S. Chitnis i/b. Mr. Ashish Sawant for the Petitioners.
Mr. Hiren Kamod i/b. Mr. Ashwin Sakolkar for the Respondent No.2.
Mrs. S.V. Sonawane, APP for the Respondent No.1-State.

**CORAM : A.S. OKA &
SMT. ANUJA PRABHUDESSAI, JJ.**

DATED: 6th FEBRUARY, 2017.

P.C.:-

Rule. The learned counsel appearing for the second Respondent waives service. The learned APP waives service for the first Respondent. Forthwith taken up for disposal.

2. The prayer in this application under Section 482 of the Code of Criminal Procedure, 1973 (for short 'Cr.P.C.') is for quashing an offence registered under Sections 373, 406, 420 of the Indian Penal Code read with sections 51 and 63 of the Copyright Act, 1958. Quashing is sought on the ground of settlement between the Petitioner and the second Respondent. The second Respondent is the first Informant. The second Respondent has filed an affidavit in reply. In

paragraph No.4 thereof, he has stated thus:

“4. Vetport LLC, Petitioner No.3 and I have entered into a Settlement Agreement and an agreement for Joint Ownership of Vetport Software, both dated 16th September 2016 stating that Vetport LLC and I own an undivided one-half interest in all right, title and interest in and to the Vetport Software as it existed on 15th September 2016. It is therefore agreed between the Petitioners and myself that the Vetport LLC and I are the joint owners of the Copyright in the Vetport software registered under No.SW-8594/2016 dated 5th February 2016 (Diary No.1523/2015-CO/SW). The Settlement Agreement and Agreement for Joint Ownership of Vetport Software, are annexed to the Writ Petition, by the Petitioners. I affirm the contents of the said Settlement Agreement and Agreement for Joint Ownership of Vetport Software.”

3. A copy of the settlement agreement and mutual release relied upon in the said affidavit is annexed 'A' to the Petition.

4. The perusal of the statement of the second Respondent on the basis of which the First Information Report is filed shows that the dispute arose out of a commercial transaction. The offence is

predominantly of a civil flavour. Now there is a commercial settlement of the dispute between the parties in the form of an agreement referred above. The offence alleged cannot be said to be against the society at large and same are not of serious nature.

5. In view of the commercial settlement of the dispute, the continuation of criminal proceedings will cause undue harassment to the parties. Chances of conviction of the Petitioner are bleak. Hence, this is a fit case to exercise powers under Section 482 of the Cr.PC.

6. The second Respondent has set the criminal law in motion though the dispute was of purely commercial nature. The police were required to take steps for registration of the First Information Report. The second Respondent has paid a donation of Rs.50,000/- to the Police Welfare Fund. Hence, we are not passing any separate order as to costs. Accordingly, the Application is disposed of by passing following order:-

(i) Rule is made absolute in terms of prayer clause (b), which reads thus:

“b) that this Hon'ble Court be pleased to quash C.R.

No.116 of 2015 registered at Kherwadi Police Station,

and assigned to the Cyber Crime Investigation Cell,
EOW, Mumbai (and re-numbered as C.R. No.53 of 2015)”

(ii) Consequential action of release of the seized and sealed property shall be taken by the Investigating Officer on the basis of this judgment and order.

(iii) All concerned to act upon an authenticated copy of this order.

(ANUJA PRABHUDESSAI, J.)

(A.S. OKA, J.)