

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

CRIMINAL APPLICATION NO.228 OF 2018

Mr. Jitendra Pal Singh Surendra Applicants
Singh Chadha & Anr.

Vs.

State of Maharashtra & Anr. Respondents

Mr. A.H.H. Ponda i/by Mr. Shailesh S. Kharat for the Applicants.
Mr. Deepak Thakare, P.P. a/w Mr. R.M. Pethe, APP for the State.
Mr. P.S. Garad i/by S.G. Legal & Associates for Respondent no.2

**Coram : R.M. Savant AND
Sarang V. Kotwal, JJ**

Date : 23rd March, 2018

P.C.

1 The above application has been filed for quashing of
the F.I.R. being Cr. No.I-121 of 2016 registered with
Kapuravadi Police Station, Thane, for the offences punishable
under Sections 420 read with 34 of the Indian Penal Code. The
F.I.R. has its genesis in the dispute as regards the repayment on
account of non-repayment of the financial assistance taken from
the respondent no.2 herein, on whose behalf F.I.R. has been

registered. The parties have arrived at a out of Court settlement, which is annexed to the above application at page 16, which settlement have been reduced into writing by consent terms dated 6th February 2018. In the said consent terms, the second party to the consent terms has undertaken to unconditionally withdraw complaints, litigations and the Court proceedings. The said Clause 7 is reproduced hereinunder for the sake of ready reference.

“7 If there are any complaints, litigations and court proceedings initiated by first party against the second party then the first party undertakes to unconditionally withdraw those complaints, litigations and court proceedings against second party on the verge of present full and final settlement”.

2 The Respondent no.2 has also issued a “No Dues Certificate” dated 14th February 2018 to the applicants, who are concerned for one M/s Torrent Motors Private Limited and Torried Motors. The respondent no.2 has filed an affidavit of it’s Territory Legal Manager, one Shri. Lindon Kalaikar. Paragraph 9 of the said affidavit is relevant in the context of the reliefs

sought in the present application. The said paragraph 9 is reproduced hereinunder for the sake of ready reference.

“9 I say that pursuant to Consent Terms dated 06/02/2018 and considering the aforesaid facts, all the disputes and claims in aforesaid Loan Contracts of the Mahindra & Mahindra Financial Services Limited against the Torrent Motors Private Ltd., Torrid Motors, Jatindarsingh Surindersingh Chadha and Amerpreet Kaur Jatindarsingh Chadha are amicably settled and the settlement amount is received by the Mahindra & Mahindra Financial Services Limited and accordingly the Mahindra & Mahindra Financial Services Limited had issued common No Dues Certificate dated 14/02/2018, hence Mahindra & Mahindra Financial Services Limited have no objection if the FIR against the petitioner is quashed. Hereto annexed and marked as Exhibit “F” is the copy of the said No Dues Certificate dated 14/02/2018.”

3 Hence, the consent terms dated 6th February 2018, the No Dues Certificate dated 14th February 2018 and the affidavit bearing today's date of the respondent no.2 indicate that the parties have amicably settled the dispute in respect of the repayment of the financial assistance that the applicants had

taken from the respondent no.2. The affidavits are annexed and the Orders passed in the six execution applications filed by the respondent no.2 against the applicants, which orders record the withdrawal of the said applications.

4 The representative of the respondent no.2, who has also filed an affidavit, Mr. Lindon Kalaikar is personally present in Court. He is identified by the learned counsel, Mr. Padmakar S. Garad, instructed by S.G. Legal and Associates. He is also identified by his PAN Card bearing No. ARUPK9013E. When put in the box and queried, he accepts the factum of the settlement arrived at between the parties, which is reduced into writing by way of consent terms. He further states that the affidavit tendered by Mr. Garad is his. That the contents of the affidavits are acceptable to the respondent no.2 and that he has signed the said affidavit pursuant to the authorization given to him by the respondent no.2. The applicant no.1 Jitendra Pal Singh Chadda is identified by the learned counsel, Mr. Aabad Ponda, i/by

Advocate on record, Shri. Shailesh Kharat. He is also identified by his Adhar Card bearing No. 6942 5053 5188. He accepts the factum of the consent terms arrived at between the parties, as a consequence of which the respondent no.2 does not desire to proceed with the F.I.R. in question. The applicant no.2 is also present in Court, but it is not necessary to record her statement in view of the fact that the statement of the applicant no.1 has been recorded, who is husband of the applicant no.2. Hence, the statement of representative, Mr. Lindon and the statement of the applicant no.1, Jitendra Pal Singh Chadda coupled with the documents which have been adverted to herein above unequivocally indicate that the parties have resolved their dispute, as a consequence of which the first informant does not desire to proceed with the F.I.R. in question.

5 Having regard to the judgments of the Apex Court in the matter of Gian Singh V/s State of Punjab & Anr. reported in (2012) 10 SCC 303 and Narinder Singh & Ors. Vs. State of Punjab & Anr., reported in (2014) AIR SCW, 2065 no useful

purpose would be served in keeping the proceedings pending. The application would accordingly be required to be allowed and accordingly allowed in terms of prayer clause (a). The affidavit is paginated from 41 to 69 and contains Exhibits 'A' to 'F'. The same is taken on record.

6 In the facts and circumstances of the case, the applicants to deposit costs of Rs.25,000/-with the State Legal Aid Fund within six weeks from date. The respondent no.2 to likewise deposit costs of Rs.10,000/- also with the State Legal Aid Fund within six weeks from date and receipt to be obtained and filed in the Registry.

7 The learned counsel for the respondent no.2 undertakes to file his Vakalatnama within one week from date. Undertaking accepted.

(Sarang V. Kotwal, J.)

(R.M. Savant, J.)