

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

CRIMINAL APPLICATION NO.299 OF 2018

Praful Madhavjibhai Bhanushali & Ors. Applicants
versus
Neeta alias Beena Praful Bhanushali & Anr. ... Respondents
.....

- Mr.Uday Warunjikar, Advocate for the Applicants.
- Ms.Anusha Amin, Advocate for Respondent No.1.
- Mrs.P.P. Shinde, APP for the State/Respondent.

**CORAM : R. M. SAVANT &
SARANG V. KOTWAL, JJ.**
DATE : 13th APRIL, 2018.

P.C. :

1. The above Criminal Application has been filed for quashing of the proceedings being C.C.No.243/PW/2008 pending on the file of learned Metropolitan Magistrate, 27th Court, Mulund, Mumbai. The said proceedings have arisen out of the FIR being No.50/08 dated 07/02/2008 registered with Mulund Police Station for offences punishable u/s 498-A, 406 r/w 34 of IPC. The said FIR has arisen out of the matrimonial dispute between the Applicant No.1 Praful Madhavjibhai

Bhanushali and the Respondent No.1 Neeta alias Beena Praful Bhanushali, who are husband and wife.

2. The parties were earlier before this Court by way of Family Court Appeal (ST) No.4120/17 and Family Court Appeal (ST) No.15670/17, which were cross Appeals and which were filed by the Applicant No.1 and the Respondent No.1 respectively against the Judgment and Order passed by the Family Court. In the said Family Court Appeals, the parties filed Consent Terms dated 14/02/2018. The said Consent Terms, as can be seen from a reading thereof, are comprehensive in nature and interalia cover the aspect of the payment of an amount to the Respondent No.1 in full and final settlement of her claim. The said amount of Rs.20 lakhs, which was contemplated to be paid in the manner mentioned in clause (7) of the Consent Terms. In terms of prayer clause 7(c), the stage of quashing of present proceedings has arisen. On quashing of the proceedings an amount of Rs.5 lakhs would be paid to the Respondent No.1. There is no dispute about the fact that the amount of Rs.8 lakhs

and the amount of Rs.5 lakhs as contemplated by clause 7(a) and 7(b) have been paid.

3. The learned Counsel for the parties are ad-idem that an amount of Rs.15 lakhs has been paid to the Respondent No.1 under the Consent Terms till date.

4. The relevant clause being clause (c) of the Consent Terms is reproduced hereinunder for the sake of ready reference;

“(c) An amount of Rs.5,00,000/- (Rupees Five Lakhs) shall be paid on the date of the disposal/withdrawal of Case No.243/PW/2008, in favor of all Accused persons, pending at Mulund M.M. Court, filed by the Appellant U/Sec. 498A and other sections. The parties shall file appropriate proceeding for quashing of the Sec.498-A proceeding by consent before the High Court, Bombay or even at Supreme Court, if required. The same shall be done by the respondent husband within 10 days of filing of the present consent term.”

5. The Respondent No.1 is personally present in the Court. She is identified by learned Counsel Ms. Annusha Amin. She states that she is no objection for disposal of the case in view of the Consent Terms and especially clause 7(c) thereof. The Applicant No.1 i.e. Neeta alias Beena Praful Bhanushali is also personally present in Court. He states that till date he has made the payment of Rs.15 lakhs in terms of Consent Terms.
6. In view of the payments made in terms of Consent Terms and acceptance thereof by the Respondent No.1 it is clear that the parties have proceeded with towards the compliance of the said Consent Terms. The quashing of the instant FIR being one of the steps to be taken towards compliance of Consent Terms, the above Application would have to be allowed and is accordingly allowed in terms of prayer clause (a).
7. The Application is accordingly disposed of.

(SARANG V. KOTWAL, J.)

(R. M. SAVANT, J.)