

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

CRIMINAL WRIT PETITION NO.1141 OF 2018

Shreehari Rajasekharan Nair : Petitioner
versus
The State of Maharashtra and anr. : Respondents.

Mr. Faisal Sayyed i/by Mr. K V Sharafudeen for the Petitioner.
Mr. R M Pethe, APP for the Respondent/State.
Mr. O S Kutty i/by Mrs. Vasudha Kale for the Respondent No.2.

**CORAM : R. M. SAVANT &
SARANG V. KOTWAL, JJ.**
DATE : 06th APRIL 2018

P.C.

1 The above Criminal Writ Petition has been filed for quashing of the proceedings being Case No.763/PW/2016 pending on the file of the learned Additional Chief Metropolitan Magistrate, 37th Court, Esplanade, Mumbai. The said case has arisen out of C.R.No.60 of 2015 registered with the Cyber Police Station, BKC, Bandra for the offences punishable under Section 419 and 420 of the Indian Penal Code r/w Sections 66C and 66D of the Information Technology Act 2000.

2 The cause for filing of the FIR was the dispute which has arisen on account of the live test in the Facebook conducted by the Petitioner selecting a female name and one photo from the community for the said work, which details incidentally matched the details of the Respondent No.2 herein. The Petitioner claims to be a budding online free lance writer employed in web

portal known as rediff-com. It is not necessary to dilate further on facts as the Petitioner and the Respondent No.2 have amicably resolved their dispute and have arrived at a settlement which is reduced into writing by way of a Compromise Deed executed between them on 09/01/2018 before Jagdish Tryambak Dongardive, Adocate & Notary, Government of India, having his office at Saraswati Chawl, Kranti Nagar, Akurli Road, Kandivali (E), Mumbai 400 101.

3 In the context of the present Writ Petition clause 3 of the said compromise deed is material and is reproduced herein under:-

“3 The parties have agreed that since the issues are resolved amicably by this Deed of Compromise, the Party of the Second part do not want to continue the prosecution against the Party of the First Part in case No.PW/763/2016 pending before the learned Additional Chief Metropolitan Magistrate, Esplanade Court, Mumbai and all allegations made in the complaint leading to loding of FIR No.60 dated 31/08/2015 against the Party of the First Part stands withdrawn by the Party of the Second Part.”

4 The Respondent No.2 has also filed her affidavit dated 21/02/2018 affirmed before the same Advocate and Notary Shri Jagdish Tryambak Dongardive. In the said affidavit, the Respondent No.2 has made a reference to the Compromise Deed dated 09/01/2018 and has also stated that in view of the said Compromise Deed the dispute being subject matter of the charge sheet pending before the learned Additional Chief Metropolitan

Magistrate, 37th Court, Esplanade, Bombay has been amicably resolved.

Paragraph 3 of the said affidavit is material and is reproduced herein under :-

“3 I say that I have no dispute, grudge against the Petitioner of whatsoever and accordingly have agreed for quashing of the Charge Sheet being Case No.PW/763/2016 pending before the Ld. Addl. Chief Metropolitan Magistrate, 37th Court at Esplanade, Mumbai subject to the orders of this Hon'ble. Court.

5 The Respondent No.2 Mrs. Shanthi Menon is personally present in Court. She is identified by the learned counsel Shri O S Kutty who is i/by Mrs. Vasudha Kale. She is also identified by her Aadhar Card bearing No.718151819504. When put in the box and queried, she accepts the factum of the settlement arrived at between the parties resulting in the Compromise Deed dated 09/01/2018 entered into between the parties. She further accepts that she has read and understood the contents of the affidavit and that she has signed the said affidavit of his own free will and volition.

6 The Petitioner – Shreehari Rajasekharan Nair is also personally present in Court. He is identified by the learned counsel Shri Faisal Sayyed who is i/by Shri K V Sharafudeen. She is also identified by his PAN card bearing No.ALJPR3748N. When put in the box and queried he accepts the factum of the settlement being arrived at between him and the Respondent No.2.

7 Hence the Compromise Deed dated 09/01/2018, the affidavit filed

by the Respondent No.2 and the statements made by the Petitioner and the Respondent No.2 when put in the box and queried unequivocally indicate that the parties have amicably resolved their dispute as a result of which the Respondent No.2 does not desire to proceed with the case in question.

8 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 v/s. State of Punjab & Anr reported in 2014 AIR SCW 2065, no useful purpose would be served in keeping the proceedings Pending.

9 The above Criminal Writ Petition is required to be allowed and is accordingly allowed and made absolute in terms of prayer clause (a). The Petitioner to pay costs of Rs.10000/- to be deposited with the National Association of Blind, Worli, Mumbai within six weeks from date, receipt to be obtained and filed in the Registry. The above Criminal Writ Petition is accordingly disposed of.

[SARANG V. KOTWAL, J]

[R.M.SAVANT, J]