

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

CRIMINAL APPLICATION NO.675 OF 2017

Kamlesh Dayaldas Teckchandani and ors. : Applicants.
Versus
The State of Maharashtra and anr. : Respondents.

Mr. S V Marwadi i/by Mr. Ashok M Bhatia for the Applicants.
Mrs. A S Pai, Addl. PP for the Respondent/State.
Mr. I P Hingorani i/by Mr. A A Pathan for the Respondent No.2.

**CORAM : R. M. SAVANT &
REVATI MOHITE DERE, JJ.**
DATE : 08th JUNE 2018

P.C.

1 The above Criminal Application is companion to Criminal Application Nos. 676 of 2017 and 677 of 2017.

2 The above Criminal Application No.675 of 2017 has been filed for quashing of the FIR No.I-310 of 2013 dated 21/11/2013 registered with Ulhasnagar Police Station at the instance of the Respondent No.2 for the offences punishable under Section 498A, 323, 406 and 34 of the Indian Penal Code.

3 The subject matter of the companion Criminal Applications is the FIR bearing No.I-228 of 2016 registered on 14/05/2016 with the Central Police Station, Ulhasnagar, District Thane for the offences punishable under Sections 244, 420, 465, 467, 468, 471, and 120-B of the Indian Penal Code. The said

FIR is an offshoot of the earlier FIR as the cause for registering the instant FIR was the bogus sureties which the Applicants had furnished in compliance of the condition imposed whilst granting them bail in FIR No.I-310 of 2013 . The said Applications would be dealt with independently.

4 Since the parties i.e. the Applicant No.1 and the Respondent No.2 have reached a settlement as a consequence of which the Respondent No.2 has filed an affidavit giving her no objection to the quashing of the FIR in question, we deem it appropriate to proceed with the instant Criminal Application so that the Respondent No.2 who is the wife of the Applicant No.1 would get the benefits of the settlement arrived at between her and the Applicant No.1 who is her husband so as to enable them to start life afresh.

5 It is required to be noted that the Applicant No.1 and the Respondent No.2 were involved in matrimonial proceedings before the learned Civil Judge Senior Division, Kalyan who by judgment and order dated 17/03/2018 passed a decree of divorce by mutual consent thereby dissolving the marriage between the Applicant No.1 and the Respondent No.2 herein. It seems that during the pendency of the said matrimonial proceedings the parties were before the learned JMFC and Civil Judge, Junior Division, Ulhasnagar in Criminal Case No.1122 of 2013 arising out of the said FIR No.I-310 of 2013. In view of the desire shown by the parties to settle the matter the

parties were referred to mediation by the learned JMFC and CJJD, Ulhasnagar. In the said mediation the parties reached a settlement which was reduced into writing by way of Terms of Settlement. In terms of clause 3 of the said Terms of Settlement the Respondent No.2 was to receive an amount of Rs.27,00,000/- as her claim towards permanent alimony. In terms of clause 6 of the said Terms of Settlement, the Respondent No.2 was to remain present before this Court in the above Criminal Application so that the proceedings arising out of the FIR No. I-310 of 2013 lodged under Sections 498A could be quashed.

6 The Respondent No.2 has also filed an affidavit dated 11/04/2018 in this Court which is affirmed before the notary Mrs. Aliya N Pathan and bear notarial registration No.29675 dated 11/04/2018. In the context of the present Criminal Application paragraph 7 of the said affidavit is material and is reproduced herein under :-

“7 I say that above said Petitioner No.1 has withhold the balance amount of permanent alimony of Rs.8,10,000/- and it was agreed that said amount and demand draft will be handed over to me when I will give no objection about quashing of proceeding u/s. 498A and 406 pending before Hon'ble Bombay High Court in Criminal Application No.675/2017.”

7 The Respondent No.2 Riya Kamlesh Teckchandani is personally present in Court. She is identified by the learned counsel Shri I P Hingorani. She is also identified by her PAN Card No. ALSPT5430A. When put in the box

and queried she accepts the factum of the settlement arrived at between the Applicant No.1 and her. She further states that the affidavit annexed to the above Criminal Application dated 11/04/2018 is hers, and that she has read and understood the contents of the said affidavit and that she has signed the said affidavit of her own free will and volition. She lastly states that she does not desire to proceed with the case in question in view of the settlement arrived at between the parties.

8 The Applicant No.1 is unable to remain present as he is out of India on account of his business. However, the learned counsel Shri S V Marwadi on instructions of the Advocate on record Shri Ashok Bhatia states that the Applicant No.1 accepts the factum of the settlement arrived at between the parties.

9 Having regard to the Terms of Settlement (Consent Terms) arrived at between the parties, the affidavit filed by the Respondent No.2 dated 11/04/2018 and the statements made by the Respondent No.2 before this Court when put in the box and queried and the divorce by mutual consent granted by the learned Joint Civil Judge, Senior Division, Kalyan, the same lead to a conclusion that the parties have amicably resolved their dispute as a consequence of which the Respondent No.2 does not desire to proceed with the case in question.

10 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, there is no impediment in allowing the above Criminal Application as no useful purpose would be served in keeping the proceedings pending.

11 The above Criminal Application is required to be allowed and is accordingly allowed and made absolute in terms of prayer clause (a). The above Criminal Application is accordingly disposed of.

12 In the facts and circumstances of the instant case, the Applicants to deposit costs of Rs.25,000/- with the State Legal Aid Fund within six weeks from date. Receipt to be obtained and filed in the Registry of this Court.

13 In compliance of clause (7) of the affidavit of the Respondent No.2 herein dated 11/04/2018, the learned counsel for the Applicants Shri S V Marwadi tenders a Draft bearing No.01843 dated 13/03/2018 drawn on the Union Bank of India, Shahad Branch, Kalyan for the sum of Rs.8,10,000/- to the learned counsel appearing on behalf of the Respondent No.2 which is the residual amount payable to the Respondent No.2 out of the amount of Rs.27,00,000/- which was payable to the Respondent No.2 as a permanent

alimony. The learned counsel for the Respondent No.2 accepts the said draft on behalf of the Respondent No.2 for being handed over to the Respondent No.2.

[REVATI MOHITE DERE, J]

[R.M.SAVANT, J]