

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

WRIT PETITION NO.3237 OF 2018

Shailesh Sanghvi ... Petitioner
v/s
State of Maharashtra and ors. ... Respondents

Mr Yashpal Jain I/b M/s IC Legal for Petitioner.
Mr Deepak Thakare, PP with Ms S.D. Shinde, APP for State.
Mr Nitin Dalvi for Respondent Nos.2 to 6.

Vijay
Raghunath
Date

Digitally
signed by
Vijay
Raghunath
Date
2018.10.06
12:46:05
+0530

**CORAM : RANJIT MORE &
SMT BHARATI H. DANGRE, JJ.**

DATED : 19th SEPTEMBER 2018

P.C. :

1. Heard learned counsel for the Petitioner and learned counsel for Respondent Nos.2 to 6 and the learned APP.

2. The Petition is filed for quashing and setting aside the FIR No.106/2017 registered under section 406, 420 of IPC at Wadala Police Station, Mumbai r/w sections 3, 7 and 10 of Maharashtra Ownership of Flats Act 1963. Pending investigation, the parties have settled their dispute and accordingly, have drawn

a deed of settlement, copy of which is annexed at Exh.B.

3. The learned counsel appearing for the respective parties submit that during the pendency of investigation, with the help and intervention of family members, friends and well-wishers, the parties amicably settled their differences by way of mutual settlement and pursuant to the understanding arrived at between them, present Petition is filed for quashing the above FIR dated 7th July 2017, by consent of Respondents.

4. The Respondent No.3 is personally present in Court. He has filed his affidavit dated 12th September 2018. In paragraph 5, he has given no objection in respect of subject crime. On specific query made by us, he submitted that he has made the said affidavit on his own free will, without there being any pressure and undue influence. He has further confirmed that he has no objection for quashing and setting aside the subject FIR initiated by him against the Petitioner. So far as Respondent Nos.4, 5 and 6 are concerned, they are family members of Respondent No.3. They are impleaded in this Petition since the amount agreed under the deed of settlement is paid over to them. Therefore, in our opinion, their presence would not be necessary for the purpose of disposing of this Petition.

5. In light of law laid down by the Hon'ble Apex Court in the case of Narinder Singh, reported in (2014) AIR SCW 2065, whether the Hon'ble Apex Court as observed that the Courts may be justified in quashing the FIR in a situation where the parties are ready to put an end to the dispute and that when the crime in

question do not fall within the ambit of heinous crime but is personal between the parties. In such circumstance, the High Court is empowered to exercise its power under section 482 of Cr.P.C. to accept the compromise reached between the parties and to quash the proceedings. Ultimately, the Hon'ble Apex Court has held that the guiding factor in such cases would be to secure ends of justice or or prevent abuse of the process of any Court. We would also make a reference to the observations made in paragraph 24 of the Hon'ble Apex Court judgment of Narendra Singh (supra), which reads thus :-

“24. The two rival parties have amicably settled the disputes between themselves and buried the hatchet. Not only this, they say that since they are neighbours, they want to live like good neighbours and that was the reason for restoring friendly ties. In such a scenario, should the court give its imprimatur to such a settlement ? The answer depends on various incidental aspects which need serious discourse. The legislators have categorically recognised that those offences which are covered by the provisions of section 320 of the Code are concededly those which not only do not fall within the category of heinous crimes but also which are personal between the parties. Therefore, this provision recognises where there is a compromise between the parties, the court is to act at the said compromise and quash the proceedings. However, even in respect of such offences not covered within the four corners of section 320 of the Code, the High Court is given power under section 482 of the Code to accept the compromise between the parties and quash the proceedings. The guiding factor is as to whether the ends of justice would justify such exercise of power, both the ultimate consequences may be acquittal or dismissal of indictment. This is so recognised in various judgments taken note of

above.”

6. On such circumstances, we are inclined to quash the FIR since the offences are private in nature and parties have settled the discord. We quash and set aside the FIR No.106/2017 registered under sections 406, 420 of IPC at Wadala Police Station, Mumbai r/w sections 3, 7 and 10 of Maharashtra Ownership of Flats Act 1963.

As the Court machinery was used by the parties to settle their private disputes as a corollary of differences of opinion, We find it would be appropriate to saddle the Petitioner with cost of Rs.10,000/- (Rupees Ten Thousand only) which shall be paid to **“Tata Memorial Hospital”**, an institution that takes care of the advanced and terminally ill cancer patients. For the quashment to take effect, the Petitioner shall pay the said cost and produce the receipt thereof on the file of this Court within a period of four weeks from today. Failing to pay cost and produce receipt within stipulated time, Petition shall stand dismissed automatically without further reference to the Court and order quashing the proceedings shall be treated as non-est.

7. Writ Petition is allowed in terms of prayer clause (b).

(SMT BHARATI H. DANGRE, J.)

(RANJIT MORE, J.)