

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION  
CRIMINAL WRIT PETITION NO. 3325 OF 2018**

**Mrs. Srushti Jignesh Thakkar & Anr**

**..Petitioners**

**Vs.**

**The State of Maharashtra & ors**

**..Respondents**

**Mr. Deepak Chitnis a/w Mr. M. A. Vaid I/b Vaid Associates for the  
Petitioners**

**Mr. V. B. KondeDeshmukh Addl PP for the Respondent State**

**Mr.Vishwajeet Mohite for the Respondent Nos.2 and 3**

**CORAM :R. M. SAVANT, &  
REVATI MOHITE DERE,JJ  
DATE : 9<sup>th</sup> AUGUST, 2018**

**P.C.**

1           The above Writ Petition has been filed for quashing of the FIR being C. R. No.155 of 2018, registered with the Dadar Police Station on 21-7-2018, for the offence punishable under Sections 406, 420 r/w 34 of the IPC. The said FIR is a fall out of the dispute arising out of a proposed leave and licence agreement which was to be entered into between the first informant and the Petitioners herein to whom the premises belong. It is not necessary to dilate further on facts. The parties have arrived at a settlement which is reduced into writing by way of Consent Terms/ Memorandum of Understanding dated 9-8-2018. The said Consent Terms / MOU have been signed by the Petitioners and by the representative of the Respondent Nos.2 and 3 Mr. Manas Kumar Samantaray. The Learned Counsel for the Petitioners

Mr. Chitnis states that during the course of the day the said Consent Terms / MOU would be got notarised.

2           On behalf of the first informant i.e. the Respondent No.2 an affidavit dated 8-8-2018 has been filed which has been affirmed before the notary of Mr. Bidhu Panicker, Notary Government of India, having his office at 303, Sandeep Apt., Plot No.A/197, Sector 20, Near Balaji Temple, Nerul (W), Navi Mumbai. In the context of the relief sought in the above Writ Petition, paragraphs 2 and 3 of the said affidavit are material and are reproduced hereinunder;

2. I do hereby give my free consent and No objection for quashing of the said FIR against the accused/Petitioner Nos.1 Mrs. Srushti Thakkar and 2. Mr. Jignesh Thakkar. I also undertake not to raise any claim and/or complaint against 1. Mrs. Srushti Thakkar, 2, Mr. Jignesh Thakkar in future.

3. I say that, the amicable settlement is arrived by and between the parties and the Petitioners / Accused have promised to repay by way of Demand Draft the sum of Rs.5,00,000/- to the Respondent No.2 (which was paid by way of deposit to the Petitioners) upon the order passed by this Hon'ble Court quashing the said FIR pursuant the said settlement.

3           The Respondent No.2 is not personally present in court as on account of the exigencies of his job he is out of Mumbai for some meeting. However, the representative of the Respondent No.3 Mr. Manas Kumar Samantaray who has been authorised by the Respondent No.2 Mr. Santosh

Verma, is personally present in court. He is also been authorised by a resolution of the board of the Respondent No.3 dated 27-4-2018 to appear and sign etc., the affidavit, documents etc to be filed before the court or authority to represent the Company in or in relation to all matters incidental thereto as may be considered necessary and expedient. Mr. Manas Samantaray is identified by the Learned Counsel Mr. Chitnis. He is also identified by his Adhar Card bearing No.575928815292. When put in the box and queried he states that the affidavit tendered today dated 8-8-2018 is that of Mr. Santosh Verma. He further states that he has read the said affidavit and the contents mentioned therein are acceptable to the Respondent No.3 Company. He lastly states that he is appearing before this Court pursuant to the authorisation given to him by Mr. Santosh Verma, as also board resolution of the Respondent No.3 Company dated 27-4-2018.

4           The Petitioner No.1 Mrs. Srushti Thakkar is also personally present in court. She is identified by the Learned Counsel Mr. Mohite. She is also identified by her Adhar Card bearing No.557445110685. When put in the box and queried she accepts the factum of the settlement having taken place between the Petitioner and the first informant. She further states that the settlement terms are acceptable to her and her husband who is the Petitioner No.2. She lastly states that the Demand Draft for the amount of Rs.5 lacs in terms of clause (6) of the Consent Terms would be honoured. The Petitioner

No.3 could not remain present in this court as he is out of Mumbai on account of exigencies of his job.

5            Having regard to the Consent Terms dated 9-8-2018, the affidavit filed by the Respondent No.,2 dated 8-8-2018, the factum of the amount of Rs.5,00,000/- being returned to the first informant, the statements made by the representative of the Respondent No.3 Mr. Manas Kumar Samantaray and the Petitioner No.1 when put in the box and queried. The same indicate that the parties have amicably resolved their dispute as a result of which the Respondent Nos.2 and 3 do not desire to proceed with the FIR in question.

6            In the facts situation as above a useful reference could be made to the judgments of the Apex Court in the matter of **Gian Singh V/s State of Punjab & Anr<sup>1</sup>** and **Narinder Singh & ors v/s. State of Punjab & Anr<sup>2</sup>**, which hold that no useful purpose would be served in keeping the proceedings in question pending in view of the settlement between the parties. The above Criminal Writ Petition is therefore required to be allowed and is accordingly allowed and made absolute in terms of prayer clause (a). The police station in the said prayer to be read as Dadar Police Station.

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<sup>1</sup> (2012) 10 SCC 303

<sup>2</sup> 2014 AIR SCW 2065

7 In the facts and circumstances of the case, the Petitioners to deposit costs of Rs.20,000/- to be deposited with the National Association of Blind, Worli, Mumbai, within 6 weeks from date. Receipt to be obtained and filed in the registry.

8 The authorisation letter of Mr. Santosh Verma and the extract of the board resolution dated 27-4-2018 are taken on record and marked as “X” and “Y” for identification.

9 The Demand Draft for the sum of Rs.5,00,000/- is handed over by the Learned Counsel Mr. Chitnis to the Learned Counsel Mr. Mohite to be handed over to Mr. Manas Kumar Samantaray the authorised representative of the Respondent No.2.

**[REVATI MOHITE DERE, J]**

**[R.M.SAVANT, J]**

Meera  
Mahesh  
Jadhav  
Digitally  
signed by  
Meera  
Mahesh  
Jadhav  
Date:  
2018.08.10  
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+0530