

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

CRIMINAL APPLICATION NO.912 OF 2018

Nilam
Santosh
Kamble

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Date: 2018.08.29
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Akash Vilas Munot

...Applicant

Versus

The State of Maharashtra & Ors.

...Respondents

Ms.Meghna A. Gowalani for the Applicant.

Mr.F.R. Shaikh, APP for Respondent-State.

Ms.Sarika N. Shah for Respondent No.2.

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

DATE : 27th AUGUST 2018

P.C.

1. Heard learned counsel for the respective parties.

2. The present application is filed invoking jurisdiction of this Court under Section 482 of the Code of Criminal Procedure to quash and set aside the proceedings of the Summary Case No.2381 of 2013 pending on the file of Learned Judicial Magistrate First Class, Bhiwandi, District-Thane. The said case arises out of the C.R. bearing No.I-176 of 2018 registered with Padhgha Police Station, District-Thane at the instance of Respondent No.3 Police Constable

for offences punishable under Sections 279, 337, 338 and 427 of the Indian Penal Code and 184, 187 of Motor Vehicle Act, 1988.

3. Pending investigation, Respondent No.2 filed Motor Accident Claim bearing application No.241 of 2013 in the Motor Accident Claim Tribunal at Thane against the applicant, owner of the vehicle and Insurance Company. This application was disposed of before National Lok Adalat on 08.07.2017 by passing following order:-

“Order below Exh.1 in National Lok Adalat dated 08.07.2017”

The matter is amicably settled before National Lok-Adalat at the Motor Accident Claims Tribunal, Thane as per the terms of settlement Exh.40.

In view of the terms of settlement following order is passed:

The opponent/insurance company shall pay an amount of Rs.2,40,000/- (Rs. Two Lakhs Forty Thousand Only) inclusive of NFL U/s.140 of M.V. Act, if any, to the applicant within 30 days, from today, failing which it shall pay interest @7.5% p.a. from today till realization of the above amount.

Entire compensation amount be given to the applicant by crossed account payee cheque on due identification and verification.

Deficit Court fee, if any, be recovered from the applicant.

Award be drawn up accordingly.

4. In addition to above amount of Rs.2,40,000/- awarded to the Respondent No.2 by the National Lok-Adalat the applicant offered to the respondent No.2 an additional amount of Rs.40,000/- which the Respondent No.2 has received today.

5. The respondent No.2 has tendered an affidavit before this Court, which is affirmed on 27.08.2018. In the said affidavit it is stated that the deponent has received a copy of the application seeking quashment of CR No.I-176/2012 registered in Padgha Police Station. The said affidavit contents the following statement :-

“5. I say that pursuant to the settlement in the M.A.C.P. case, I and the Applicant decided to settle all the disputes and to settle Summary case pending in the Court of Ld.JMFC, Bhiwandi.

6. I say that, after sorting out the differences between the parties, I have informed the applicant that, I do not intend to pursue the aforesaid Summary Case pending in the Ld. J.M.F.C. Court, Bhiwandi against the applicant in view of the aforesaid settlement.”

The affidavit also admits that the complainant has received an amount of Rs.2,40,000/- at the time of settlement attributed in the National Lok Adalat and the applicant has also agreed to pay further amount of Rs.40,000/- either by way of cash or by cheque to meet day to day expenses. In light of the aforesaid statement the deponent of the affidavit has no objection if the Summary Case No.2381 of 2013 pending before the learned Judicial Magistrate First Class, Bhiwandi, District-Thane arising out of the FIR being CR No.I-176 of 2012 dated 03.12.2012 is quashed and set aside.

The respondent No.2 is personally present in the Court. On being questioned, he specifically stated that he has gone through the affidavit and has fully understood the contents thereof and has no objection, if the proceedings of the subject criminal case are quashed and set-aside. He also stated that he is giving no objection for quashing the proceedings of the subject criminal case out of free will and without there being any pressure or coercion.

6. The Hon'ble Apex Court in the case of ***Narinder Singh vs. State of Punjab***¹ has observed thus :-

“14. As to under what circumstances the criminal

1 [2014 AIRSCW 2065]

proceedings in a non-compoundable case be quashed when there is a settlement between the parties, the Court provided the following guidelines :

“Where the High Court quashes a criminal proceedings having regard to the facts that the dispute between the offender and the victim has been settled although the offences are not compoundable, it does so as in its opinion, continuation of criminal proceedings will be an exercise in futility and justice in the case demands that the dispute between the parties is put to an end and peace is restored; securing the ends of justice being the ultimate guiding factor. No doubt, crimes are acts which have harmful effect on the public and consist in wrongdoing that seriously endangers and threatens the well-being of the society and it is not safe to leave the crime-doer only because he and the victim have settled the dispute amicably or that the victim has been paid compensation, yet certain crimes have been made compoundable in law, with or without the permission of the Court.”

In the light of the aforesaid observations we have noted that the two rival parties are amicably settled dispute between berried the hatchet the complainant has been adequately compensated by the applicant and received the entire compensation.

7. In the backdrop of above facts and circumstances and

especially in view of law laid down by the Apex Court in the case of Narinder Singh (supra), we find that no purpose would be served by keeping the criminal proceedings pending except burdening the criminal Courts which are already overburdened. In that view of the matter and in the interests of justice, the criminal proceedings are required to be quashed. However, at the same time, costs need to be saddled on the parties for putting into motion the police and judicial mechanism for settling their personal disputes.

8. Accordingly, the writ petition is allowed in terms of prayer clause (a) subject to payment of costs of Rs.10,000/- by the petitioners to the “Tata Memorial Hospital” an institution that takes care of the advanced and terminally ill cancer patients. The petitioners 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 which, the aforesaid order allowing the Writ Petition would automatically stand recalled.

(SMT.BHARATI H. DANGRE, J.)

(RANJIT MORE, J.)