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

CRIMINAL WRIT PETITION NO.3546 OF 2014

Sharanabasava Lingayya Hiremath and Ors. ...Petitioners
Versus
The State of Maharashtra and Ors. ...Respondents

Mr.Utkarsh Srivastava a/w Ms.Rhia Mehta, i/b Vashi and Vashi, for the
Petitioner No.1.

Mrs.P.P.Shinde, A.P.P for the Respondent-State.

Ms.Drishti Shah i/b Ms.Rekha Rajagopal, for the Respondent No.3.

***CORAM : R. M. SAVANT &
REVATI MOHITE DERE, JJ.***

DATE : 21st JUNE, 2018

P.C. :

1. The above Petition filed under Article 226 of the Constitution of India seeks quashing and setting aside of the proceedings being Criminal Case No.751 of 2012 pending on the file of the learned Judicial Magistrate First Class, Panvel. The said case has arisen out of the FIR bearing No.9 of 2012 registered by the representative of the Respondent No.3 for the offences punishable under Sections 9(2) and 15(2) of the Petroleum and

Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962.

2. The Petitioners herein are the employees of one H Horizon Support and Services Private Limited, which provided manpower services to one Sunny Vista Realtors Private Limited ('SVRPL' for short). The said SVRPL was *inter alia* developing an integrated township and SEZ project at Bhokarpada, Panvel, spread over an area of 345 acres of land. It seems that SVRPL had engaged several contractors, sub-contractors and service providers for execution of construction and other allied work which was required to be undertaken whilst developing the said SEZ. It seems that under the project site the gas pipeline belonging to Gas Authority of India Limited ('GAIL' for short) for carrying natural gas from Dahej to Dabhol in Ratnagiri was running. The gravamen of the allegation against the SVRPL and the Petitioners was the damage caused to the said pipeline whilst carrying out the said project work. It seems that there was an Agreement between SVRPL and GAIL for permission to SVRPL to cross over the GAIL gas pipeline, hydrocarbon pipeline, Optical Fiber Cable whilst constructing a road at the Project Site. It is not necessary to refer to the said details as they are not germane for adjudication of the above Writ Petition.

It seems that the authorized representative of GAIL visited the project site and on inspection of the OFC, they determined that there was some minor damage to the same. Thereafter a notice dated 4th May, 2012 was issued by GAIL to SVRPL alleging that major damage may have been caused to the high pressure natural gas pipeline lying below the project site. Thereafter a further notice dated 16th May, 2012 came to be issued by GAIL to SVRPL stating that SVRPL had allegedly damaged the gas pipeline. Thereafter on 16th May, 2012 a written complaint was issued by the Respondent No.2, who is the representative of GAIL to the New Panvel Police Station alleging therein that SVRPL had damaged its gas pipeline. On 17th May, 2012, an FIR came to be lodged by the Respondent No.2 at the New Panvel Police Station solely against SVRPL. Thereafter a letter was received on 21st May, 2012, from the Senior Inspector of Police, New Panvel Police Station, mentioning therein that an FIR under Sections 9(2) and 15(2) of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, has been lodged against the persons named therein. SVRPL acted pursuant to the said notice and provided the relevant papers to the New Panvel Police Station, which included the Arbitration Agreement. Thereafter, GAIL completed the repair work at the project site

of the pipeline. A letter thereafter was addressed on 28th May, 2012 by SVRPL to GAIL recording therein that the gas pipeline had been repaired by GAIL with the logistical support from SVRPL and that no leakage of gas or breakage of pipeline had been caused at any point of time and that there is no need for replacement of any section of the pipeline. In the proceedings filed for Anticipatory bail before the learned Additional Sessions Judge at Raigad-Alibag, Anticipatory Bail was granted on the condition that SVRPL deposits a sum of Rs.25,00,000/- with GAIL as security deposit for repairs to the pipeline. It seems that in compliance with the said order dated 31st May, 2012, passed by the Sessions Court, SVRPL deposited the said amount of Rs.25,00,000/- towards the repair charges borne by GAIL for repairing the pipeline. SVRPL thereafter by its letter dated 5th June, 2012 informed the New Panvel Police Station, forwarding with it the letter dated 28th May, 2012 issued by GAIL confirming that the pipeline had been repaired at the cost and risk of SVRPL. Thereafter, a letter was addressed by GAIL to the New Panvel Police Station mentioning therein that the repair of the gas pipeline had been completed and the estimated repair costs was Rs.64,74,577/-. An order came to be passed by the learned Additional Sessions Judge, Raigad-Alibag in Criminal

Miscellaneous Application No.312 of 2012 whilst granting Anticipatory Bail to the Petitioners directing SVRPL to deposit an amount of Rs.70,00,000/- plus Rs.25,00,000/- to GAIL against the Accused No.1. In compliance with the order dated 13th June, 2012, SVRPL deposited an aggregate sum of Rs.95,00,000/- with GAIL as security deposit to be adjusted against the total expenditure incurred by GAIL for repairs to the pipeline. SVRPL thereafter addressed a letter to GAIL recording therein that an amount of Rs.1,20,00,000/- was totally deposited with GAIL. Upon this a letter dated 27th September, 2012, was addressed by GAIL to SVRPL confirming therein that the issues in respect of the repair of the gas pipeline and OFC have been settled and that no outstanding claims remained. The New Panvel Police Station thereafter filed a charge-sheet on 28th September, 2012. After the charge-sheet was filed, GAIL addressed a letter to SVRPL including therein a bankers cheque for an amount of Rs.17,51,753.43 as and by way of refund out of the total amount of Rs.1,20,00,000/- paid by SVRPL to GAIL. By the said letter GAIL confirmed that its total expenditure in repairing the pipeline amounted to Rs.77,48,246.57. In the light of the aforesaid facts, where GAIL had informed its full satisfaction to SVRPL that the proceedings against the

Director of SVRPL Mr.Jerxis Vandrevale were quashed in Criminal Writ Petition No.4014 of 2012. The above Petition has come up before the Division Benches of this Court from time to time. When the Petition had come up on the last occasion, we had informed the learned counsel appearing for the Respondent No.3 to obtain a letter from Gas Authority of India Limited, as regards their no objection to the quashing of the proceedings. Accordingly, the learned counsel appearing for the Respondent No.3 has produced a letter dated 18th June, 2018 of Girish Galinde, DGM (O&M). It is stated in the said letter that all issues with regard to the repair of gas pipeline and OFC are settled and there are no further claims against SVRPL or its sub-contractors. It is further stated that this letter has been issued for submission to this Court. It is lastly stated that GAIL has no objection in closure of the case.

3. The learned counsel for the Petitioners and the Respondent No.3 reiterate what has been stated in the said letter. In the light of the said letter, there is no impediment in quashing of the proceedings as no useful purpose would be served in keeping the proceedings pending, in the light of the fact that the matter has been amicably settled between the parties.

4. The above Criminal Writ Petition is therefore required to be allowed and is accordingly allowed in terms of prayer clause (a). The letter dated 18th June, 2018 of Girish Galinde, DGM (O&M) is taken on record and marked as “X” for identification.

5. The above Criminal Writ Petition is accordingly disposed of.

(REVATI MOHITE DERE, J.)

(R. M. SAVANT, J.)