

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

CRIMINAL WRIT PETITION NO.3494 OF 2017

Kamalpreet Singh : Petitioner.
Versus
The State of Maharashtra and anr. : Respondents.

**ALONG WITH
CRIMINAL WRIT PETITION NO.3495 OF 2017**

Rajwinder Kaur
Through P.O.A. Kamalpreet Singh : Petitioner.
Versus
The State of Maharashtra and anr. : Respondents.

**ALONGWITH
CRIMINAL WRIT PETITION NO.3496 OF 2017**

Nar Bahadur
Through P.O.A. Kamalpreet Singh : Petitioner.
Versus
The State of Maharashtra and anr. : Respondents.

Mr. Nilesh Tribhuvan for the Petitioners.
Mrs. A S Pai, Addl. PP for the Respondent/State.
Mr. Subodh Desai i/by Mr. Manavendra Mishra i/by Khaitan & Co. for the Respondent No.2.

**CORAM : R. M. SAVANT &
SANDEEP K SHINDE, JJ.**
DATE : 25th JANUARY 2018

P.C.

1 The above Petitions raise identical challenge i.e. to the M.E.C.R. No.2/2017 registered with BKC Police Station on 27/07/2017 for the offences punishable under Sections 417, 420, 463, 465, 468, 499, 500, 501, read with

Section 34 of the Indian Penal Code. The cause for filing the complaint was on account of the dispute between the parties as regards the alleged infringement of the trade mark of the First Informant i.e. the Respondent No.2 herein i.e. Borosil Glass Works Ltd. The Petitioner Mrs. Rajwinder Kaur in the above Writ Petition No.3495 of 2017 is the sole proprietor of one J.T.Sales Corporation, the Petitioner Kamalpreet Singh in Writ Petition No.3494 of 2017, who is the husband of Mrs. Rajwinder Kaur, carries on the said proprietorship concern and the Petitioner Nar Bahadur is the in employment of the said proprietorship concern.

2 The parties have arrived at a settlement which is evidenced by a Settlement Agreement dated 30/12/2017 executed before Ashwani Jolly, Notary Public, Government of India bearing Registration No.2784. The said Settlement Agreement has been attested by R R Sharma, Notary, Government of India bearing Registration No.10487 which registration is expiring on 30/10/2018. The said Settlement Agreement has been signed by all three parties and for J. T. Sales Corporation it is signed by Kamalpreet Singh who identifies the signature on behalf of the said J. T. Sales Corporation as being his. The said Settlement Agreement has been signed on behalf of the First Informant – Borosil Glass Works Ltd. by Rajesh Choudhary who is its authorized signatory. The said Settlement Agreement also contains the signatures of two witnesses i.e. Mr. Gurbir Singh – the father of Kamalpreet

Singh and Mr. Jayant Kumar Rai who is the witness on behalf of Borosil Glass Works Ltd. In the context of the reliefs sought in the above Writ Petitions, Clause 1.3 (b) of the said Settlement Agreement is material and is reproduced herein under :-

“1.3 SECOND PARTY OBLIGATIONS

(b) The Second Party shall co-operate and take necessary steps for quashing the MECR 2 of 2017 in BKC Police Station against Kamalpreet Singh, Nar Bhadur and Rajwinder Kaur and other Criminal Proceedings initiated against the First Party in Mumbai.”

3 On behalf of the First Informant its authorized representative one Ms. Vibhava Sawant has filed an affidavit dated 12/01/2018 in the above Writ Petition No.3494 of 2017. The said affidavit is also sworn before Notary Public R R Sharma, Notary, Government of India and bears notarial registration No.168/2018 dated 12/01/2018. The said representative Ms. Vibhava Sawant has also filed identical affidavits in the other two Writ Petitions. Paragraphs 3 and 4 of the said affidavits are material and are reproduced herein under :-

3 I state that the parties have amicably settled the disputes between them and have come to a common understanding and have further entered into a Settlement Agreement which was executed on 30 December 2017 in Ludhiana. The Parties have agreed to take necessary steps to quash and close the MECR 2 of 2017 therein. A copy of the Settlement Agreement dated 30 December 2017 is enclosed as **“Annexure A”**.

4 I state that I have perused the terms of the Settlement Agreement, and the same was entered into without any coercion or consideration so that all the pending disputes between the parties comes to an end. In light thereof this Hon'ble Court may be pleased to allow the captioned Petition.

4 Hence the Settlement Agreement dated 30/12/2017 and the Affidavit dated 12/01/2018 disclose that the parties have amicably resolved their disputes and and the First Informant is therefore not desirous of pursuing the MECR lodged by it being MECR 2 of 2017 registered with BKC Police Station.

5 The representative of the Respondent No.2 i.e. the First Informant Mrs. Vibhava Sawant is personally present in Court. She is identified by the learned counsel Shri Subodh Desai on instruction of Manavendra Mishra of Khaitan & Co. She is also identified by her Passport bearing No.G4722351 dated 20/08/2007. When put in the box and queried she accepts the factum of the settlement arrived at between the parties. She further states that she has read the affidavit and followed its contents and that her company does not want to proceed with the MECR 2 of 2017 in view of the settlement arrived at between the parties.

6 The proprietor of J.T. Sales Corporation Mrs. Rajwinder Kaur is also personally present in Court. She is identified by the learned counsel Shri

Nilesh Tribhuvan. She is also identified by her Aadhar Card bearing No. 309043790158. She has also filed an affidavit dated 12/01/2018. She has also by way of an affidavit put on record the settlement arrived at between the parties. When put in the box and queried she accepts the factum of the settlement arrived at between the parties. She further states that the affidavit tendered by the learned counsel Shri Nilesh Tribhuvan is hers and that she accepts the contents of the said affidavit.

7 The Petitioners Kamalpreet Singh and Nar Bahadur are also personally present in Court. However since the proprietor herself has stepped into witness box and reiterated the contents of the Settlement Agreement, it is not necessary to independently record their statements so far as the factum of the Settlement Agreement is concerned.

8 In view of the Settlement Agreement dated 30/12/2017 and the affidavits dated 12/01/2018 of Mrs. Vibhava Sawant – the representative of the First Informant, and Mrs. Rajwinder Kaur – the Proprietor of J.T. Sales Corporation, no useful purpose would be served by keeping the proceedings being MECR 2 of 2017 pending. Having regard to the judgments of the Apex Court in the matter of Gian Singh Vs. State of Punjab & Anr. reported in (2012) 10 SCC 303 and Narinder Singh & Ors Vs. State of Punjab & Anr., reported in 2014 SCW 2065, there is no impediment in allowing the above

Criminal Writ Petitions. The above Criminal Writ Petitions are accordingly allowed and made absolute in terms of prayer clause (a). The above Criminal Writ Petitions are accordingly disposed of.

9 Since the machinery of this Court has been used for settling the disputes between the parties, in so far as the MECR 2 of 2017 registered with BKC Police Station is concerned, we deem it appropriate to impose costs of Rs.25,000/- on the Petitioners and the Respondent No.2 in the above Writ Petitions totally amounting to Rs.50,000/-. The same to be paid to the National Association of Blind, Worli, Mumbai within a period of six weeks from date. Receipts to be obtained and filed in the Registry of this Court.

[SANDEEP K SHINDE, J]

[R.M.SAVANT, J]