

Dattaram Rajaram Parab and ors .. Applicants
Versus
The State of Maharashtra & ors .. Respondents

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

P.C:-

2 The applicants have approached this Court invoking jurisdiction under Article 226 of the Constitution of India to quash the proceedings of the Criminal Case bearing No. 10/PW/2007 pending on the file of learned Addl. Chief Metropolitan Magistrate, 13th Court at Dadar, Mumbai. The

said case arises out of the registration of the FIR bearing No.182 of 2004 at the instance of respondent no.2 with N.M. Joshi Marg Police Station at Mumbai for offences punishable under Sections 420, 465, 468, 470, 471, 120B of the Indian Penal Code.

3 The allegations, in short, are that the applicants in collusion with each other, have cheated and misappropriated the money of the partnership firm by name “Amex Tally System”. The respondent no.2 complainant and respondent no.2 were the only partners of the said partnership firm.

4 Pending trial as well as pending this petition, parties have settled their dispute amicably and have filed consent terms which is annexed at Exhibit “B” page 31 of the petition. In terms of the understanding arrived at between the parties, they have approached this Court for quashing the subject criminal case by consent. Respondent no.2 complainant and respondent no.3 both have filed separate affidavits dated 16th October 2018. In paragraph no.6, they have given no objection to quash the proceedings of the subject criminal case out of free will and without there being any pressure or coercion.

5 The consent terms are signed by all the respective parties along with their counsel. The applicants as well as respondent nos.2 and 3 are personally present before the Court.

On specific query, they stated that they have gone through the consent terms and understood the contents thereof.

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 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.”

1 [2014 AIRSCW 2065]

In the light of the aforesaid observations we have noted that the two rival parties have amicably settled dispute between buried the hatchet, we are of the opinion that the FIR is liable to be quashed.

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 using the police and judicial mechanism for settling their personal disputes.

8 Accordingly, the Criminal Application is allowed in terms of prayer clause (i). In the facts and circumstances of the case, we find it would be appropriate to saddle the applicant with the costs of Rs.10,000/- which shall be paid to **“Yashodhan Charitable Trust”, Bank of Maharashtra Branch: Powai Naka, Satara, Account No.60245873355, (IFSC Code : MAHB0000305)** Satara (having Registration No.1895/Satara Maharashtra), an institution that takes care of the mentally retarded and elderly people in the downtrodden society. For

the quashment to take effect, the applicant shall pay the said cost and produce the receipt thereof on the file of this Court within the period of four weeks from today. Failing to pay cost and produce receipt within stipulated time, application shall stand dismissed automatically without further reference to the Court and order quashing the proceedings/FIR shall be treated as *non-est*.

(SMT. BHARATI H. DANGRE, J.)

(RANJIT MORE, J.)