

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
CRIMINAL APPLICATION NO.1297 OF 2017

Haroon Sartaj Mausamali KhaApplicant
V/s.
The State of Maharashtra & Anr.Respondents

Mr. Amin M. Solkar, Advocate for Applicant.
Mrs. A.S.Pai, APP for the Respondent-State.

**CORAM :- R.M.SAVANT &
SANDEEP K. SHINDE, JJ.**

DATE :- 23RD JANUARY, 2018.

PC. :-

By the above Criminal Application, the Applicant seeks quashing of the FIR being C.R.No.650 of 2017 registered with Goregaon Police Station, Mumbai for the offences punishable under Sections 366, 354(5), 354, 342,452,323 and 504 of the IPC. The said FIR has been registered on 1.12.2017. The Respondent No.2 herein is the First Informant and the Applicant herein is the accused against whom allegations have been made in the FIR. Both the Applicant and the Respondent No.2 have entered into Memorandum of Understanding ('MOU' for short) dated 12.12.2017 executed before the Notary Public Shri M.G. Shukla, Notary, Government of India having his address at Siddhi Sadan, S.V.P. Road, Mumbai 108.

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The last page of the MOU contains the photograph of the Applicant as well as the Respondent No.2, their signatures as well as their thumb impressions. In the context of the present Application, paragraph 4 of the said MOU is material and is reproduced hereunder:

“4 The First Party undertakes to withdraw the Criminal Case lodged by her on 1.12.2017 with Goregaon Police Station registered as C.R.No.650 of 2017 against the Second Party and also undertakes to assist and appear before the Police authorities and/or the Court of law in getting her said Complaint withdrawn, compounded and /or quashed by the Court of law.”

The MOU contains other clauses evidencing the settlement arrived at between the parties. It is not necessary to refer to the said clauses for the purposes of the present Petition. However, the MOU can be said to reflect the settlement that has been arrived at between the parties.

2 As desired by the Respondent No.2, the Applicant has filed an affidavit. In paragraph 2, he has given an undertaking which is to the following effect:

“2 I undertake that I shall not threaten or blackmail the Respondent No.2 in future by using any of the photographs or any video recordings, if any in my possession which will create problems in her family life.”

In the said paragraph 2 originally the word 'Say' was appearing which has been substituted by the word 'Undertake' against which correction the Applicant has affixed his signature.

3 In view of the MOU dated 12.12.2017 as also in the light of the affidavit dated 22.1.2018 in which the Applicant has undertaken to conduct himself in the manner as mentioned in Clause 2. No useful purpose would be served in keeping the Application pending and further acting upon the said FIR.

4 In view of the judgment of the Apex Court in the case of **Narinder Singh v. State of Punjab** reported in (2014) 6 SCC 466, there is no impediment in quashing the proceedings though the offences alleged are non-compoundable. Dictum of the Supreme Court in **Gian Singh v. State of Punjab** reported in (2012) 10 SCC 303 would also lead to the same conclusion.

5 The Applicant to deposit costs of Rs.10,000/- with the Maharashtra Police Welfare Fund in the office of the Commissioner of Police within a period of six weeks from date. Receipt to be

obtained and filed in the Registry.

(SANDEEP K. SHINDE, J.)

(R.M.SAVANT, J.)