

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
CRIMINAL APPLICATION NO.302 OF 2019

Ms.Rachana Sharma .. Applicant
Versus
The State of Maharashtra & Anr .. Respondents

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Mr. Karansingh B. Rajput with Mr.Bhagatsingh for the applicant.
Mr. Satish Raut for respondent no.2.

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

DATED : 2nd JULY 2019

P.C:-

1 The applicant has approached this Court seeking quashment of the FIR bearing No. 237 of 2018 registered with Govandi Police Station on 29th December 2018 at the instance of respondent no.2 Rahul Khandelwal. On the basis of the said complaint, FIR was registered under Sections 406, 420 read with Section 34 of the IPC.

2 The applicant is the Managing Director of Hyundai showroom and the complainant had purchased a Hyundai Creta car from the said showroom and it was alleged in the complaint

that he had paid the entire amount towards the car which he had booked. However, there was delay in delivery of the said car and this provoked to him to approach the police station.

Pending investigation into the said crime, parties have arrived at an amicable settlement and accordingly, the complainant/respondent no.2 has filed an affidavit dated 29th March 2019. In the said affidavit, it is stated by the respondent no.2 that the total outstanding amount of Rs.9,50,000/- has already been paid to the respondent no.2 before filing of the FIR and the balance amount of Rs.6,47,717/- remained to be paid. However, the parties have amicably agreed that the remaining outstanding amount in terms of the Memorandum of Understanding executed between the parties on 29th March 2019 for the balance payment would be given effect to. Accordingly, in the affidavit, in para no.4, the following statement is made :

“I say that the said MOU states that the applicant has agreed to pay to the respondent no.2 amount of Rs.5,00,000/- (Five Lakhs only) by way of RTGS as a part payment immediately after signing of MOU and the balance amount of Rs.1,47,717/- will be paid by the applicant to the respondent no.2 at the time of hearing of the present petition in the Hon'ble High Court of Judicature at Bombay by way of a Demand Draft”.

3 It is also further stated in paragraph no.5 of the affidavit that in pursuance of the said MOU dated 29th March 2019, the respondent no.2 has received an amount of Rs.5,00,000/- (Rupees Five Lakhs) by way of RTGS transfer on

29th March 2019. In the aforesaid terms, respondent no.2 has given unequivocal consent for quashing of the subject FIR. In terms of Memorandum of Understanding, the applicant has tendered a Demand Draft of Rs.1,47,717/- to the complainant and the complainant has acknowledged the same in our presence.

4 Respondent no.2 is personally present in the Court and he accords his no objection for quashing of the said FIR and submits that he is giving his consent without being subjected to any coercive or undue influence.

5 In the aforesaid circumstances, since the parties have amicably settled the discord between themselves, in view of the law laid down by the Apex Court in the case of *Narinder Singh vs. State of Punjab [2014 AIR SCW 2065]*, since the amicable settlement between the parties would put an end to the investigation into the crime which do not have any societal impact and is only personal discord between the parties, we quash and set aside the subject FIR bearing No. 315 of 2018.

The said quashment is however, made subject to payment of costs of Rs.10,000/- to Tata Memorial Hospital. Costs to be paid within a period of four weeks and place the receipt of payment be placed on record within one week after the deposit.

(SMT. BHARATI H. DANGRE, J.)

(RANJIT MORE, J.)