

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

CRIMINAL APPLICATION NO.654 OF 2019

Vernor Velho and Anr.

...Applicants

Versus

The State of Maharashtra and Ors.

...Respondents

....

Mr. A.K. Millwala for the Applicants.

Ms Sangita Shinde, APP for the Respondent -State.

Mr. Nikhil Patil i/b. Mr. P.M. Jadhav for the Respondent Nos.2 to 4.

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

DATE : 10th JULY, 2019.

P.C.:-

Heard the learned counsel appearing for the respective parties.

2. The complainant himself has approached this Court by invoking jurisdiction under Section 482 of the Code of Criminal Procedure, 1973 to quash and set aside the FIR bearing M.E.C.R. No.6 of 2018 registered with Khar Police Station for offences punishable under Sections 120 B, 405, 406, 409, 415, 416, 417, 418, 419, 420, 463, 464, 465, 468, 470, 471, 477 r/w 34 of the IPC. Subject FIR was registered in pursuant to the order under Section 156(3) of the Cr.P.C.

passed by the Additional Chief Metropolitan Magistrate, 9th Court, Bandra, Mumbai in C.C. No.14/SW/2012. The said case is filed against the Respondent Nos.2 to 5 and two Bank Officers of HDFC Bank, Pali Naka, Bandra Mumbai. The allegations made in the FIR are to the effect that the accused in collusion opened an account in the name of M/s. Last Drop, a partnership firm and authority to operate the account was given to the Respondent Nos.2 and 3 and thereby deceived the Applicants.

3. Pending investigation, the parties to the application settled the dispute amicably and prepared settlement agreement dated 2nd May, 2019. Copy of the settlement agreement is placed on record. Settlement agreement is signed by the Applicants as well as the Respondent Nos.2, 3 and 4. Under clause 5, the Applicants agreed for withdrawal of the subject criminal proceedings.

4. In pursuance of the above understanding, the Applicants and the Respondents have approached this Court for quashing the subject FIR. Both the Applicants are present in court today. On being questioned, they specifically state that they have gone through the settlement agreement and understood the same. They specifically state

that they do not want to proceed with the case and the subject MECR may be quashed against the Respondent Nos.2 to 5 and Bank officials of HDFC Bank.

5. It can, thus, be seen that the matter has been amicably settled between the parties. From the perusal of complaint, it transpires that the allegations are totally personal in nature. In these circumstances, and especially, 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] we find that no purpose would be served by keeping the criminal proceedings pending except burdening the Criminal Courts which are already overburdened. 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.

6. Accordingly, the application is allowed in terms of prayer clause (a) subject to payment of costs of Rs.20,000/- by the Respondent Nos.2 to 4 to the **Central Police Welfare Fund**, A/C.914010029005759 AXIS Bank, IFS Code-UTI B0000060 The Respondent Nos.2 to 4 shall pay the said costs and produce the receipt thereof on the file of this Court within a period of four weeks from today, failing which, the order of quashing shall stand revoked automatically without further

reference to the Court and the order quashing the criminal proceedings shall be treated as *non-est*.

7. Subject to above, the criminal application stands disposed of.

[SMT. BHARATI H. DANGRE, J.]

[RANJIT MORE, J.]

Megha
Parab

Digitally
signed by
Megha Parab
Date:
2019.07.18
12:16:51
+0530