

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

**WRIT PETITION NO. 3156 of 2019**

|                                   |                  |
|-----------------------------------|------------------|
| Yogesh Kanubhai Shah              | .....Petitioner  |
| versus                            |                  |
| The State of Maharashtra and anr. | .....Respondents |

Ms. Shradha Patil i/b. Mr. Satish J. Agarwal, advocate for the petitioner.  
Mr. K. V. Saste, APP for the State.  
Mr. Siddharta P. Vakil i/b. Ms. Dimple K. Shah, advocate for respondent No.2.

**CORAM : RANJIT MORE &  
N. J. JAMADAR, JJ.**

**DATE : 26<sup>h</sup> AUGUST, 2019.**

**P. C. :**

1. Heard learned counsel and learned APP appearing for the respective parties.

2. The petition is filed for quashing and setting-aside the proceedings of criminal case No.527/PW/2018 pending on the file of learned Additional Chief Metropolitan Magistrate, 9<sup>th</sup> Court at Bandra, Mumbai. The said case arises out of FIR bearing CR. No. 354 of 2016 registered with Mahim Police Station at the instance of respondent No.2, for the offences punishable under Sections 498A, 323, 336 and 406 of the Indian Penal Code, 1860.

3. The petitioner and respondent No.2 are husband and wife. Matrimonial dispute between the parties gave rise to filing of civil as well

as criminal cases and the subject criminal case is one of them. Pending trial, the parties settled their dispute amicably with the intervention of their elders and well-wishers and have, accordingly, filed consent terms in petition No.A-115 of 2017 before the Family Court at Bandra. A copy of the said consent terms is annexed at "Exhibit -C", page 45. In terms of the said consent terms, the parties have agreed to dissolve their marriage by mutual consent. Under the said consent terms, the petitioner has also agreed to pay to respondent No.2 permanent alimony of Rs. 25,00,000/- after set-off of Rs.2,02,988/- which was paid by him towards life insurance premium of respondent No.2. Thus, the balance amount of Rs.22,97,012/- is to be paid to respondent No.2. Under the consent terms, it is agreed that the permanent custody of the minor son will remain with the petitioner and respondent No.2 shall have visiting rights. Under the said consent terms, respondent No.2 has given express consent for quashing and setting-aside the proceedings of the criminal case. Learned counsel appearing for the respective parties make a statement that the parties have agreed to abide by the terms of the said consent terms. The statement is accepted as an undertaking to this Court.

4. In pursuance of the understanding arrived at between the parties under the said consent terms, respondent No.2 has filed an affidavit dated 4<sup>th</sup> July, 2019. In paragraph 2, she has given her no

objection for quashing and setting-aside the proceedings of the subject criminal case. Respondent No.2 is personally present before the Court. On being questioned, she reiterated whatever that has been stated hereinabove. She also stated that she has gone through the petition and the affidavit as well and has fully understood the contents thereof. She has further confirmed that she has given no objection for quashing the said proceedings of the subject criminal case out of her own free will and without there being any pressure or coercion.

5. It can, thus, be seen that the matter has been amicably settled between the parties. Perusal of the complaint, makes it clear 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 **B.S.Joshi versus State of Haryana AIR 2003 SC 1386,** we are of the view that quashing of the criminal proceedings would be in the interest of respondent No.2. Besides, 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 interest of justice, the proceedings of the subject criminal case are required to be quashed and set-aside. The writ petition is, accordingly, made absolute in terms of prayer clause (a) and is disposed of as such.

**[N. J. JAMADAR, J.]**

**[RANJIT MORE, J.]**