

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**

**CRIMINAL APPELLATE JURISDICTION**

**CRIMINAL APPLICATION NO.1036 OF 2019**

Sudhir K. Singh & Ors.

.....Applicants

Versus

The State of Maharashtra & Anr.

.....Respondents

Mr. Abhishek Yende, Advocate for the Applicants.

Mrs. A.S. Pai, APP for the Respondent-State.

Mr. S.R. Mithare, Advocate for Respondent No.2.

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

**DATE : 8<sup>th</sup> AUGUST, 2019.**

**P. C. :**

1. The applicants who are arraigned as accused in connection with FIR bearing CR No.89 of 2018 registered with BKC Police Station for the offences punishable under Sections 406, 409, 420, 120(B) of the Indian Penal Code, have approached this Court for quashing the said FIR. The said FIR came to be instituted by the Respondent No.2 and it was alleged that the Respondent No.2 had given diamonds for sale to the applicants on three occasions. However, the payment in respect of the said diamonds was not received by the Respondent No.2.

2. During pendency of the application, the applicants and Respondent No.2 have arrived at a settlement and filed consent terms before this Court, which are signed by the applicants as well as the Respondent No.2 on 02.08.2019. The said consent terms are placed on

record at page 15. In terms of the consent terms, it is agreed that the applicants would pay an amount of Rs.3 Crores towards full and final settlement by way of demand draft in favour of the respondents No.2's company namely PC Jain Diamonds Inc.. and in terms of the consent terms, the respondent no.2 has agreed to accord his consent to quash the subject FIR.

3. We have perused the consent terms. It is noted in the said consent terms that the parties have decided to settle their dispute in view of the strong and earlier family ties between them. In such circumstances, when the parties have worked out and resolved the dispute amicable, we are inclined to exercise our inherent jurisdiction to quash the subject FIR registered against the applicants and in particularly, when the Respondent No.2 has given his no objection to quash the said FIR.

4. 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.

5. Accordingly, the application is allowed in terms of prayer clause (a) subject to payment of cost of Rs.50000/- by the applicants to the “**Anandwan**” (payable in favour of “MAHAROGI SEWA SAMITI, WARORA”) an institution which espouses the cause of socially disadvantaged people by enhancing their livelihood capabilities through self discovery and empowering them to contribute to the Society. The applicants shall pay the said cost and thereafter, produce the receipt thereof on the file of this Court within a period of four weeks from today, failing which, the application shall stand dismissed automatically without further reference to the Court and the order quashing the FIR shall be treated as non-est.

6. It is informed to us that the Applicant No.1 is in custody. In light of the quashment of the said FIR, we direct to release the applicant No.1 forthwith until and unless his custody is required in any other crime.

7. Subject to above, the application stands disposed off.

**[SMT. BHARATI H. DANGRE, J.]**

**[RANJIT MORE, J.]**