

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

CRIMINAL APPLICATION NO. 1085 OF 2018

Bhavesh Prabhudas Bhinde and Ors.Applicants

versus

Jayesh C. Mirani and Anr.Respondents

Mr. Mohammed Zain Khan, for the Applicants.

Mr. P.D. Jadhav i/b B.M. Jadhav, for Respondent No.1.

Mr. F.R. Shaikh, APP for Respondent No.2-State.

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

DATE : 13th September, 2019.

P. C. :

1. Heard learned counsel for the applicants, learned counsel for respondent no.1 and learned APP for respondent-State.

2. The application is filed invoking the jurisdiction of this Court under Section 482 of the Criminal Procedure Code, 1973 for quashing and setting-aside the FIR bearing CR No. 62 of 2015 registered by Economic Offence Wing (earlier registered

with Mulund Police Station, Mumbai, as CR No. 156 of 2015). The said FIR came to be registered at the instance of respondent No.1, for offences punishable under Sections 406, 420 r/w 34 of the Indian Penal Code.

3. Pending investigation, the parties settled their dispute amicably and filed consent terms before the City Civil Court, Gr. Mumbai in Short Cause Suit No. 102821 of 2015. The copy of the consent term is annexed at page no. 31 of the application. In terms of clause (a) and (b) of the said consent terms, respondent no.1 has agreed to withdraw the subject FIR against the applicants .

4. Learned Advocates appearing for the respective parties submitted that in the light of the understanding, the parties have now approached this Court for quashing the subject FIR by consent. Respondent No.1 has accordingly filed an affidavit dated 8th January, 2019. In paragraph nos. 6 and 7, the respondent no. 1 has given no objection for quashing and setting-aside the subject FIR.

5. Applicant No.1 and Respondent No.1 are personally

present before the Court. They reiterated that the dispute between themselves is settled by filing consent terms. They made common statement that terms, conditions and undertaking given in the said consent terms shall be complied with. The statement is accepted. Respondent no.1 has also stated that he has no objection to quash the subject FIR.

6. It can, thus, be seen that the dispute was totally personal in nature, which has now been settled amicably. In these circumstances and especially in view of law laid down by the Apex Court in the case of **Narinder Singh and ors. versus State of Punjab and anr. 2014 AIR (SCW) 2065**, we find that no purpose would be served by keeping the subject FIR alive except burdening the criminal Courts which are already overburdened. In that view of the matter and in the interests of justice, the subject FIR is required to be quashed and set-aside. 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.

7. Accordingly, the FIR bearing CR No. 62 of 2015 of Economic Offences Wing (earlier registered with Mulund Police

Station as CR No. 156 of 2015) is quashed and set-aside qua the applicants subject to payment of costs of Rs.25,000/- by the applicants. The applicants shall deposit the costs with Tata Memorial Hospital for the use of its philanthropic purposes and thereafter produce the receipt thereof on the file of this application within a period of four weeks from today, failing which, the instant application shall stand dismissed automatically without further reference to the Court.

[N. J. JAMADAR, J.]

[RANJIT MORE, J.]