

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CRIMINAL APPLICATION NO. 183 OF 2020

Kishankant R. Verma and Ors.

...Applicants

Versus

The State of Maharashtra and Ors.

...Respondents

Mr. Niranjan Mundargi i/by Mr. Chandra Naik for the Applicants.

Mr. Dharmesh S. Joshi for Respondent Nos. 2 to 4.

Mr. K.V. Saste, APP for Respondent – State.

CORAM : S. S. SHINDE &
V. G. BISHT, JJ.

DATE : 13th MARCH, 2020

PER COURT :

1. Learned counsel appearing for the Applicants prays for leave to amend. Leave granted. Amendment to be carried out forthwith.

2. **Rule.** On Rule Mr. Dharmesh S. Joshi waive service for Respondent Nos. 2 to 4, and Learned APP Mr. K.V. Saste waive for Respondent – State. Heard with the consent learned counsels appearing for the parties.

3. The second to fourth Respondent have filed the affidavit in reply

dated 11th February, 2020.

4. Learned counsel appearing for the Applicants and learned counsel appearing for the second to fourth Respondents submitted that, they have amicably settled dispute. It is further submitted that, the alleged offences are under Sections 337 and 338 of the Indian Penal Code which are compoundable. Since the charge-sheet is not yet filed, the applicants decided to approach this Court by invoking Section 482 of the Code of Criminal Procedure.

5. The parties are present in the Court and they are identified by their respective counsels appearing for them. Learned counsel appearing for the second to fourth Respondents have filed affidavit in reply dated 11th January, 2020. In paragraph 4 and 5 of the said affidavit it is stated thus:

4. We say that finally on 10/12/2018 our daughter namely Khushi (minor) was discharged from the said Saif Hospital as she had completely recovered. That the Applicants have borne all the medical expenses of the victim girl namely Khushi (minor) and in addition to that the Applicants have also bonafide compensated us and our daughter by paying an amount of Rs. 2,00,000/-. That accordingly on 23-1-2019, we have already given an undertaking that we have no

more complaint, claim and demand with respect of the same.

5. *We say that looking at such good gestures of the Applicants we have realized that whatever had happened on 24/11/2018 was an unfortunate event for which no one is to be blamed and hence now we have decided to put an end to the subject litigation as the issue has been resolved between us amicably.*

6. In the facts and circumstances of this case and the statement made by the counsel appearing for the applicants on instruction, that the Rs. 1,00,000/- (One lacs only) in addition to Rs. 2,00,000/- already paid to the second Respondent, will be further deposited in the account of Respondent No. 2 within two weeks from today and to that effect receipt of payment of said amount shall be submitted in the Registry of this Court, we are inclined to accede to the prayer for quashing the impugned FIR.

7. The Supreme Court in the case of Giansingh v. State of Punjab and Another¹ has held that, the criminal cases having overwhelmingly and predominatingly civil flavour stand on a different footing for the purposes of quashing, particularly the offences arising from commercial, financial, mercantile, civil, partnership or such like transactions or the offence arising out of matrimony relating to dowry, etc. or the family disputes where the

¹ 2012 (10) SCC 303

wrong is basically private or personal in nature and the parties have resolved their entire dispute. In this category of cases, the High Court may quash the criminal proceedings if in its view, because of the compromise between the offender and the victim, the possibility of conviction is remote and bleak and continuation of the criminal case would put the accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal case despite full and complete settlement and compromise with the victim. It is further held that, as inherent power is of wide plenitude with no statutory limitation but it has to be exercised in accord with the guidance engrafted in such power viz.: (I) to secure the ends of justice, or (ii) to prevent abuse of the process of any court.

8. In the light of the above and subject to further payment of Rs. 1,00,000 (One lacs only) to be deposited in the account of second Respondent within two weeks from today, the Application is allowed in terms of prayer clause 'a', which reads as under :-

- a. This Hon'ble Court be pleased to quash and set aside F.I.R. bearing C.R. No. 543 of 2018 dated 24/11/2018 registered with Nagpada Police Station against the Applicants for offences punishable U/s. 337 and 338 of the Indian Penal Code, in the interest of justice;*

9. Rule made absolute in terms of prayer clause 'a'. Accordingly, the Writ Petition stands disposed of.
10. List under the caption 'for compliance' on 03rd April, 2020.
11. Parties to act upon an authenticated copy of this order.

(V.G. BISHT, J.)

(S. S. SHINDE, J.)