

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CRIMINAL APPLICATION NO. 7 OF 2020

Mrs.Bhavna Narendra Chitalia and another. ... Applicants.

V/s.

The State of Maharashtra and another. ... Respondents.

Mr.Vicky Sharma for the Applicants.

Mr.K.V.Saste, APP for the Respondent- State.

Mr.Vipul Shukla for Respondent No.2.

CORAM : NITIN JAMDAR AND
SARANG V. KOTWAL, JJ.

DATE : 13 December 2021.

P.C. :

Heard learned counsel for the parties. Taken up for disposal.

2 The Applicants have sought following reliefs in this application:

(a) This Hon'ble Court be pleased to quash and set aside C.R.No.591 of 2019 registered with Dahisar Police Station for offence punishable under section 420, 406,

504, 506 (II) r/w. 34 of I.P.C., on such term and condition as this Hon'ble Court may deem fit and proper.

The learned counsel for the Applicants and the learned counsel for Respondent No.2 state that the parties have resolved their dispute, which is a commercial dispute, on monetary terms and make a joint prayer to quash the FIR by consent. The learned counsel for the parties rely on the decision of the Supreme Court in the case of *Gian Singh v. The State Of Punjab*¹.

3. The FIR filed by Respondent No.2 states that the Petitioners were intending to sell their flat and pursuant to the intention to purchase the flat, Respondent No.2 gave a deposit of Rs.1,01,000/- to the Petitioners. It is the case of Respondent No.2 that in spite of deposit, an agreement was not executed and the deposit was misappropriated.

4. The Respondent No.2 has filed an affidavit, contents of which are reiterated by the learned counsel for Respondent No.2. It is stated that the Petitioners and Respondent No.2 have settled the matter and the Petitioners have returned the amount of Rs.1,01,000/- with interest of Rs.15,000/- to Respondent No.2. Perusal of the FIR and the affidavit filed by Respondent No.2 would show that the dispute leading to FIR was a private dispute and it does not have repercussions on the society.

¹ (2012) 10 SCC 303

5. In the light of the consent affidavit now tendered and considering the contents of the FIR, the contentions of the learned counsel for the parties that the case is covered by the law laid down by the Supreme Court in the case of *Gian Singh* is correct and benefits of the same can be extended to the parties.

6. Accordingly, application is allowed in terms of prayer clause (a).

(SARANG V. KOTWAL, J.)

(NITIN JAMDAR, J.)