

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CRIMINAL WRIT PETITION NO.311 OF 2020

1]	Binal Sevantilal Koradia, age 51 years	]
		]
2]	Arvind Shamji Chheda, age 67 years	]
		]
3]	Jayant Shamji Chheda, age 74 years	]
		]
4]	Manish Mulchand Chheda, age 46 years	]
		]
5]	Heena Parag Chheda, age 49 years	]
		]
6]	Amisha Binal Koradia, age 48 years	]
		]
	All having their addresses at	]
	C-402, Gokul Divine, Irla, S. V. Road,	],..... Petitioners
	Vile Parle (West), Mumbai – 400056	] (Orig. Accused Nos.1 to 6)

versus

1]	State of Maharashtra	]
		]
2]	Sr. Inspector of Police	]
	E.O.W., Crime Branch	]
	Mumbai.	]
		]
3]	Rajesh Jugraj Madhani, adult age 50 years	]
	Director of Montana Developers Pvt.	]
	Limited	]
	Having his place of business at	]
	A-Wing, 6 th Floor, Universal Business	]
	Park, Chandivali Farm Road,	]
	Off Saki Vihar Road, Andheri (East)	]
	Mumbai – 400072	]
		]..... Respondents.

ALONG WITH
CRIMINAL WRIT PETITION NO.337 OF 2020

Vipul Madanlal Adhia, adult aged 50 years]
of Thane, having his address at]
122, Gauri Complex, Near Bank of]
Baroda, Vasai Road (East), Tal-Vasai,]..... Petitioner.
Dist. Palghar] (Orig.Accused No.7)

versus

1] State of Maharashtra]
]]
2] Sr. Inspector of Police]
E.O.W., Crime Branch]
Mumbai - 400002]
]]
3] Rajesh Jugraj Madhani,]
Director of Montana Developers Private]
Limited, having his place of business at]
A-Wing, 6th Floor, Universal]
Business Park, Chandivali Farm]
Road, Off Saki Vihar Road,]
Andheri (East), Mumbai – 400072]..... Respondents.

ALONG WITH
CRIMINAL WRIT PETITION NO.1346 OF 2021

Prince Infraventures LLP, a limited]
liability partnership, registered under the]
Limited Liability Partnership Act, 2008, and]
having its office at 21, Kalpataru Point]
Kamani Marg, Sion (East), Mumbai-400022]..... Petitioners

versus

1] State of Maharashtra]
]]
2] Sr. Inspector of Police]
E.O.W Unit-IX, Commissioner of Police]
Compound, Opp. Crawford Market,]
Mumbai – 400001]
]]
3] Rajesh Jugraj Madhani]
Director of Montana Developers Private]
Limited, having his place of business at]
A-Wing, 6th Floor, Universal Business]

Park, Chandivali Farm Road, Off Saki]
Vihar Road, Andheri (East)]
Mumbai – 400 072]..... Respondents.

ALONG WITH
CRIMINAL WRIT PETITION NO.1348 OF 2021

N M Investments, a partnership firm]
Registered under the Indian Partnership Act,]
1932, and having its office at 21 Kalpataru]
Point, Kamani Marg, Sion East,]
Mumbai 400 022]..... Petitioner.

versus

1] State of Maharashtra]
]]
2] Sr. Inspector of Police]
E.O.W Unit-IX, Commissioner of Police]
Compound, Opp. Crawford Market,]
Mumbai – 400001]
]]
3] Rajesh Jugraj Madhani]
Director of Montana Developers Private]
Limited, having his place of business at]
A-Wing, 6th Floor, Universal Business]
Park, Chandivali Farm Road, Off Saki]
Vihar Road, Andheri (East)]
Mumbai – 400 072]..... Respondents.

ALONG WITH
CRIMINAL WRIT PETITION NO.1349 OF 2021

1] Nihar Parag Chheda, age 23 years]
]]
2] Parag Jayant Chheda, age 49 years,]
]]
of Mumbai Indian Inhabitants, residing at]
550 Montblanc, 10th Floor, Jame Jamshed]
Rd., Opp. Noble Chemist, Matunga East]
Mumbai – 400 019]..... Petitioners.

versus

- | | | |
|----|---|---|
| 1] | State of Maharashtra |] |
| | |] |
| 2] | Sr. Inspector of Police |] |
| | E.O.W Unit-IX, Commissioner of Police |] |
| | Compound, Opp. Crawford Market, |] |
| | Mumbai – 400001 |] |
| | |] |
| 3] | Rajesh Jugraj Madhani |] |
| | Director of Montana Developers Private |] |
| | Limited, having his place of business at |] |
| | A-Wing, 6 th Floor, Universal Business |] |
| | Park, Chandivali Farm Road, Off Saki |] |
| | Vihar Road, Andheri (East) |] |
| | Mumbai – 400 072 |] |
- Respondents.

ALONG WITH
CRIMINAL WRIT PETITION NO.1350 OF 2021

- | | | |
|----|--|---|
| 1] | Vipul Jayant Chheda, age 45 years |] |
| | |] |
| 2] | Ashwini Vipul Chheda, age 40 years |] |
| | |] |
| | Both of Mumbai Indian Inhabitants, residing] | |
| | at Springs Apartment No.1004, 10 th floor |] |
| | Island City Centre, GD Ambedkar Marg |] |
| | Dadar (East), Next to Wadala MTNL |] |
| | Mumbai – 400014 |] |
- Petitioners.

versus

- | | | |
|----|---|---|
| 1] | State of Maharashtra |] |
| | |] |
| 2] | Sr. Inspector of Police |] |
| | E.O.W Unit-IX, Commissioner of Police |] |
| | Compound, Opp. Crawford Market, |] |
| | Mumbai – 400001 |] |
| | |] |
| 3] | Rajesh Jugraj Madhani |] |
| | Director of Montana Developers Private |] |
| | Limited, having his place of business at |] |
| | A-Wing, 6 th Floor, Universal Business |] |

Park, Chandivali Farm Road, Off Saki]
 Vihar Road, Andheri (East)]
 Mumbai – 400 072]..... Respondents.

ALONG WITH
 CRIMINAL WRIT PETITION NO.1351 OF 2021

- 1] Parag Jayant Chheda, age 49 years]
]
 2] Heena Parag Chheda, age 49 years,]
]
 Both of Mumbai Indian Inhabitants, residing]
 at 550 Montblanc, 10th Floor, Jame Jamshed]
 Rd., Opp. Noble Chemist, Matunga East]
 Mumbai – 400 019]..... Petitioners.

versus

- 1] State of Maharashtra]
]
 2] Sr. Inspector of Police]
 E.O.W Unit-IX, Commissioner of Police]
 Compound, Opp. Crawford Market,]
 Mumbai – 400001]
]
 3] Rajesh Jugraj Madhani]
 Director of Montana Developers Private]
 Limited, having his place of business at]
 A-Wing, 6th Floor, Universal Business]
 Park, Chandivali Farm Road, Off Saki]
 Vihar Road, Andheri (East)]
 Mumbai – 400 072]..... Respondents.

ALONG WITH
 CRIMINAL WRIT PETITION NO.1352 OF 2021

Gresha Vipul Chheda, age 16 years]
 being a minor through her father and natural]
 guardian Vipul Jayant Chheda]
 of Mumbai Indian Inhabitant, residing at]
 Springs Apartment No.1004, 10th floor]
 Island City Centre, GD Ambedkar Marg]

Dadar (East), Next to Wadala MTNL]
Mumbai – 400014]..... Petitioner.

versus

1] State of Maharashtra]
]]
2] Sr. Inspector of Police]
E.O.W Unit-IX, Commissioner of Police]
Compound, Opp. Crawford Market,]
Mumbai – 400001]
]]
3] Rajesh Jugraj Madhani]
Director of Montana Developers Private]
Limited, having his place of business at]
A-Wing, 6th Floor, Universal Business]
Park, Chandivali Farm Road, Off Saki]
Vihar Road, Andheri (East)]
Mumbai – 400 072]..... Respondents.

Mr. Yashpal Thakur i/by Mrs. Pravina Kanani for the Petitioners in Writ Petition Nos.311 of 2020 and 337 of 2020.

Mrs. Pravina Kanani i/by Ms. Ashni Iyer for the Petitioners in Writ Petition Nos.1346/2021, 1348/2021, 1349/2021, 1350/2021, 1351/2021 and 1352/2021.

Mr. M H Ramsinghani i/by Mr. Amit P Ghag and Mr. Viral Babar for Respondent No.3 in all Petitions.

Mr. J P Yagnik, APP for the Respondent/State.

CORAM : S. S. SHINDE,
MANISH PITALE, JJ
Reserved on : 23rd March 2021
Pronounced on : 31st March 2021.

JUDGMENT (PER S S SHINDE, J)

1 Rule in all the Criminal Writ Petitions. Rule made returnable forthwith and heard with the consent of learned counsel appearing for the parties.

2 Since Criminal Writ Petition Nos.311 of 2020 and 337 of 2020 arise from the same FIR being No.1018 of 2019 registered on the complainant made by the Respondent No.3 and, the subject matter of the remaining Writ Petitions being Nos.1346/2021, 1348/2021, 1349/2021, 1350/2021, 1351/2021 and 1352/2021 is the letter dated 19/08/2020 issued by Respondent No.2 EOW during the course of investigation of the said FIR No.1018 of 2019 for freezing the bank accounts of the Petitioners in the said remaining Petitions, all the Writ Petitions are being disposed of by this common judgment.

3 The case of the complainant – Respondent No.3 Rajesh Jugraj Madhani is that, the Petitioners in Writ Petition No.311 of 2020 are the partners of one M/s. Aditya Developers, which is a partnership firm registered under the Indian Partnership Act as also the owner of contiguous lands situated at Manickpur and Berampur at Vasai. The Petitioner in Writ Petition No.337 of 2020 is a practicing Architect and is registered with Vasai-Virar Municipal Corporation as Licensed Engineer. Respondent No.3 herein Rajesh Jugraj Madhani is one of the Directors of Montana Developers Private Limited which is a company incorporated under the provisions of Companies Act and the Developers who had undertaking development of the lands owned by M/s. Aditya Developers at Vasai. Being the owner, the said M/s. Aditya Developers

through its partners i.e. the Petitioners in Writ Petition No.311 of 2020, had entered into a joint venture agreement dated 30/12/2010 with Montana Developers Private Limited, who was the Developers. The said joint venture was in the name of “Aditya Mighty JV” for development of contiguous lands situate at Manickpur and Berampur at Vasai which is in ownership of said firm of the Petitioners M/s. Aditya Developers. The Petitioners in Writ Petition No.311 of 2020, being the partners, are looking after the day to day management of the said firm Aditya Developers. It is the allegation of the Respondent No.3 that prior to entering into the said joint venture agreement, the Petitioners in Writ Petition No.311 of 2020 visited his office, and during the said visits they made various representations with fraudulent and dishonest intention to induce Respondent No.3 to enter into the said joint venture with their firm Aditya Developers. It is also alleged that the Petitioners visited the office of Respondent No.3 on several occasions prior to entering into a joint venture agreement with a view to persuade him to enter into the said joint venture agreement and with a view to persuade him to part with huge amount in favour of the said firm of the Petitioners Aditya Developers. Pursuant to the said joint venture it was mutual agreement to develop the said property and the additional property on the terms and conditions mentioned therein. The representations made by the Petitioners were incorporated in the said joint venture agreement in which one of the representations is that, M/s. Aditya Developer is the absolute owner of the said property and the title of the owner

to the said property is marketable and if, any claim is made on the said property, it will be be liability of the owner to clear the same. In terms of the joint venture agreement, owner has to obtain clearances for development of infrastructure, to get the plans approved in respect of proposed development, to obtain all sanctions and permission for development under Development Control Regulations, to obtain necessary commencement certificate from Vasai Virar Municipal Corporation and comply with all the obligations/reservations as may be specified under the Development Plans. Pursuant to the said joint venture agreement, the owner and the Developer shall be in joint possession of the said property. The Petitioners executed power of attorney in favour of Respondent No.3 to carry out and complete the proposed development/construction on the said property. In the said joint venture agreement, the owner declares that there are no litigations in respect of the said property and there is no need to investigate their title to the said property. It is also represented to Respondent No.3 that the additional property will be brought in by the said M/s. Aditya Developer and same shall be made available to the joint venture for development on or before 31/12/2011. It is also represented that the original title deeds in respect of the said property shall be deposited in escrow with M/s. Kantilal Unadkat & Co., Advocates and Solicitors for safe keeping. In the said joint venture it is also represented on behalf of owner M/s. Aditya Developer that the title of Survey No.85 and 86 of village Barampur (being a part of the said property) is also marketable and the said

property is not affected by CRZ Notification. According to Respondent No.3, Petitioner – Vipul Adhia was present during the visits of the Petitioners in office of Respondent No.3 and he was knowing all the facts relating the said property and additional property.

4 Believing on the said representations made by the Petitioners on behalf of M/s. Aditya Developers, the 3rd Respondent parted with amount of Rs.46.25 crores pursuant to the said joint venture for development. It is alleged by the 3rd Respondent that after parting with the above mentioned amount in favour of M/s. Aditya Developers and after entering into a joint venture agreement, he came to know that the representations made by the Petitioners on behalf of M/s. Aditya Developers were all false and were made only with view to induce him to part with the huge amount of Rs.46.25 crores and with a view to induce him to enter into a joint venture agreement, as after executing the said joint venture agreement, the Petitioners on behalf of M/s. Aditya Developers had not taken any steps to fulfill their commitments and the title of the said property is not marketable. It is also alleged by Respondent No.3 that right from the inception, the Petitioners had intention to cheat him and induce him to enter into an agreement to take away the money which was paid to M/s. Aditya Developers. Respondent No.3 came to know that the property at the entrance is fully occupied by the encroachers and the said M/s. Aditya Developers is not even in physical possession of the same. Respondent

No.3 also came to know that the persons occupying the same are claiming to have become owners by adverse possession. He also came to know that the properties bearing Survey Nos.85 and 86 are affected by CRZ Notification and no development is permissible in CRZ land. It is the allegation of the Respondent No.3 that though the Petitioners were fully aware of the fact that the said properties are affected by CRZ Notification and no development is permissible, they have concealed the said facts. Therefore according to Respondent No.3 all the accused entered into a criminal conspiracy and made false representations with fraudulent and dishonest intention to induce him to part with the amount of Rs.46.25 crores and with a view to induce him to enter into the joint venture agreement, and thus the Petitioners have caused wrongful loss to him and wrongful gain to themselves. Respondent No.3, therefore lodged FIR being No.1018 of 2019 with Sakinaka Police Station under Sections 406, 420 and 120B of the Indian Penal Code against the Petitioners in Writ Petition Nos.311 of 2020 and 337 of 2020.

5 It is submitted that subsequently the Economic Offence Wing (EOW) Unit No.9 Mumbai – the Respondent No.2 herein have taken over the investigation of the said FIR No.1018 of 2019 and registered EOW CR No.103 of 2019 which is pending for investigation. During the course of investigation Respondent N.2 has issued a letter bearing reference No.O.W.570/ EOW/Unit-IX/CR 103-19/2020 dated 19/08/2020 to the HDFC Bank Ltd. Dadar TT

Brach inter alia directing to freeze the debits from the bank of accounts of the Petitioners in Criminal Writ Petition Nos.1346/2021, 1348/2021, 1349/2021, 1350/2021, 1351/2021 and 1352/2021. It is submitted on behalf of Petitioners in the said writ petitions that the Petitioners had never entered into any transaction of any nature whatsoever with the said M/s. Aditya Developers and, these Petitioners were no way concerned with the business of M/s. Aditya Developers.

6 It is submitted by the learned counsel appearing for the Petitioners that Writ Petition No.311 of 2020 is filed by the partners of said M/s. Aditya Developers, who are original accused Nos. 1 to 6, and Writ Petition No.337 of 2020 is filed by the Petitioner Vipul Adhia – the Architect of M/s. Aditya Developers, who is originla accused No.7, for quashing of FIR No.1018 of 2019 registered with Sakinaka Police Station (subsequently registered by EOW as CR No.103 of 2019). As also the Petitioners in Writ Petition Nos.1346/2021, 1248/2021, 1349/2021, 1350/2021, 1351/201 and 1352/2021 are before this Court seek directions to de-freeze their bank accounts and for quashing and setting aside the letter issued by EOW, Unit-IX i.e. the Respondent No.2 herein bearing Reference No.O.W.570/EOW/UnitIX/CR 103-19/2020 dated 19/08/2020.

7 The learned counsel appearing for all the parties have jointly

submitted that the Petitioners in Writ Petition No.311 of 2020 and the 3rd Respondent have decided to amicably resolve the dispute pertaining to present FIR between them. The learned counsel appearing for the parties submit that the parties have voluntarily agreed to resolve their dispute pertaining to present FIR which is basically commercial in nature, and there is no coercion, undue influence or force upon them for resolving the said dispute pertaining to present FIR. It is also submitted that the parties have now decided to seek quashing of impugned FIR and to de-freeze the banks accounts which have been freezed by the bank on the letter of Respondent No.2 herein.

8 It is submitted by the learned counsel for Respondent No. 3 that it is the voluntary act of Respondent No. 3 to resolve the dispute pertaining to the present FIR and give consent for quashing the impugned FIR and for de-freezing the bank accounts of the Petitioners.

9 This matter was on board on 23/03/2021 for hearing. At that time the 3rd Respondent was present in the Court. He was identified by his advocate. When we interacted with him , he stated that it is his voluntary act to give no objection for quashing the impugned FIR and defreezing the bank accounts of the Petitioners. In support of his aforesaid statements, he has filed his separate affidavits in all the Writ Petitions.

10 The Affidavits filed by the 3rd Respondent giving his no objection for quashing the impugned FIR in Writ Petition Nos.311 of 2020 and 337 of 2020 are identical. It is stated in the said affidavits that First Informant/Complainant i.e. Respondent No.3 has registered FIR No.1018/2019 dated 07.12.2019 at the Sakinaka Police Station against the Petitioners in Criminal Writ Petition Nos. 311 of 2020 and 337 of 2020 for the commission of offences under Sections 420, 406, 34 of the Indian Penal Code, and he has no objection if the said Petitions are allowed and the impugned FIR is quashed and set aside. In paragraphs 2 to 5 of the said Affidavits the 3rd Respondent has stated thus :-

- “2 I say that subsequently the EOW, Unit No.9 Mumbai, the Respondent No.2 have taken over the investigation of FIR No.1018/2019 and registered EOW CR No.103 of 2019 which is pending for investigation.
- 3 I say that the Petitioner has filed the above Petition inter alia seeking to quash the said FIR No.1018/2019 of Sakinaka Police Station presently being investigated by EOW vide CR No.103/2019.
- 4 I say that I have no objection if the above Writ Petition is allowed and FIR No.1018/2019 of Sakinaka Police Station presently being investigated by EOW vide CR No.103/2019 is quashed and/or set aside as prayed for by the Petitioner.

5 I say that I have filed the present Affidavit out of free will without any force or coercion and with full understanding of its contents which are true and correct to my personal knowledge.”

11 Similarly Respondent No.3 has filed separate similar Affidavits in Writ Petition Nos. 1346/2021, 1348/2021, 1349/2021, 1350/2021, 1351/2021 and 1352/2021 stating therein that First Informant/Complainant i.e. Respondent No.3 has registered FIR No.1018/2019 dated 07.12.2019 at the Sakinaka Police Station against the Petitioners in Criminal Writ Petition Nos. 311 of 2020 and 337 of 2020 for the commission of offences under Sections 420, 406, 34 of the Indian Penal Code, and he has given no objection in Writ Petition Nos.311/2020 and 337 of 2020 for quashing the impugned FIR No.1018 of 2019. By the said Affidavits the Respondent No.3 has given his consent to allow the Writ Petitions and set aside the instructions given by Respondent No.2 to freeze the accounts vide its letter dated 19/08/2020. In paragraph 2 to 6 of his affidavits, Respondent No.3 stated thus :-

“2 I say that subsequently the EOW, Unit No.9 Mumbai, the Respondent No.2 have taken over the investigation of FIR No.1018/2019 and registered EOW Cr No.103 of 2019 which is pending for investigation.

3 I say that during the course of investigation the

Respondent No.2 have issued Letter No.O.W.570/EOW/UNIT-IX/CR 103-19/2020 dated 19.08.2020 to debit freeze the Bank Accounts of the Petitioner.

- 4 I say that the above Petition has filed inter alia to set aside and/or quash the said Letter No.O.W.570/EOW/UNIT-IX/CR 103-19/2020 dated 19.08.2020.
- 5 I say that since I have given no objection in the Writ Petition No.311/2020 and WP No.337/2020 for quashing the FIR No.1018/2019 of Sakinaka Police Station presently being investigated by EOW vide CR No.103/2019, I hereby give my consent to allow the above Writ Petition and set aside the debit freeze instructions given vide Letter No.O.W.570/EOW/UNIT-IX/CR 103-19/2020 dated 19.08.2020.
- 6 I say that I have filed the present Affidavit out of free will without any force⁴ or coercion and with full understanding of its contents which are true and correct to my personal knowledge.”

12 In view of the fact that the parties have decided to resolve their dispute pertaining to the present FIR and by way of affidavits the 3rd Respondent has given no objection for allowing the Petitions, no fruitful purpose will be served by continuing the further investigation of FIR being CR

1018 of 2019 registered with Sakinaka Police Station (presently being investigated by Respondent No.2 – EOW vide CR No.103 of 2019) for the offences punishable under Sections 420, 406, 34 of the Indian Penal Code.

13 The Supreme Court in the case of **Giansingh v. State of Punjab and Another**¹ 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 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 guideline engrafted in such power viz.: (I) to secure the ends of justice, or (ii) to prevent abuse of the process of any court.

¹ 2012 (10) SCC 303

14 In the light of discussion in foregoing paragraphs, it is abundantly clear that the Respondent No. 3 is not going to support the allegations made in the impugned FIR and prosecute the present Petitioners i.e. Accused Nos.1 to 7. The entire dispute arose out of commercial transactions. The further continuation of investigation in FIR being CR 1018 of 2019 registered with Sakinaka Police Station (presently being investigated by Respondent No.2 – EOW vide CR No.103 of 2019) for the offences punishable under Sections 420, 406, 34 of the Indian Penal Code, would tantamount to abuse of the process of the Court. Since the Respondent No. 3 by way of filing his affidavits has given no objection in allowing the Petitions and quashing the impugned FIR as also de-freezing the bank accounts, and it is abundantly clear that he is not going to support the allegations made in the impugned FIR, hence the chances of the conviction of the Petitioners i.e. the Accused Nos. 1 to 7 would be remote and bleak.

15 It is pertinent to note at this stage that though the parties herein have agreed and decided to resolve their dispute pertaining to the present FIR, and approached this Court for quashing of the FIR lodged by the 3rd Respondent against Accused Nos. 1 to 7 i.e. the Petitioners in Writ Petition Nos.311 of 2020 and 337 of 2020, and for de-freezing of the bank accounts of the Petitioners in Writ Petition Nos.1346/2021, 1348/2021, 1349/2021, 1350/2021, 1351/2021 and 1352/2021, we deem it appropriate to impose

costs of Rs.1,00,000/- (Rupees One Lakh only) on the Petitioners in Writ Petition Nos.311 of 2020, and costs of Rs.1,00,000/- (Rupees One Lakh only) on the 3rd Respondent. Accordingly we direct the Petitioners in Writ Petition Nos.311 of 2020 to jointly deposit costs of Rs.1,00,000/- (Rupees One Lakh only) and the Respondent No.3 to deposit costs of Rs.1,00,000/- (Rupees One Lakh only) in the below mentioned account of the Police Welfare Fund:-

Name of Bank of Account : Police Welfare Fund

Bank Account No. : 914010029005759

Bank Name : Axis Bank Ltd.

Branch : Worli, Mumbai – 400 025.

IFS Code : UTIB0000060.

16 For the reasons stated herein above, and in order to secure the ends of justice and to prevent further abuse of the process of the concerned court, the impugned FIR is required to be quashed and set aside, and consequently the letter dated 19/08/2019 issued by Respondent No.2 herein directing the bank to freeze the bank accounts of Petitioners is also required to be quashed and set aside. All the Writ Petitions deserve to be allowed subject to depositing the costs by the Petitioners in Writ Petition Nos.311 of 2020 and the 3rd Respondent as stated herein above.

17 The Criminal Writ Petition No.311 of 2020 is allowed in terms of prayer clause (b) which read as under :-

(b) Quash the proceedings of F.I.R. No.1018 of 2019

registered by Saki Naka Police station under section 406, 420 r/w 120-B of IPC (now taken over by the inspector of police, E.O.W. Crime Branch, Mumbai), after examining the legality, validity and correctness of the said proceedings.

18 The Criminal Writ Petition No.337 of 2020 is allowed in terms of prayer clause (b) which read as under :-

- (b) Call for the papers and proceedings in FIR No.1018 of 2019 registered by Saki Naka Police Station under section 406, 420 r/w 120-B of IPC (now taken over by the Inspector of Police, E.O.W. Crime Branch, Mumbai), after examining the legality, validity and correctness of the said proceedings, quash and set aside the same.

19 The Criminal Writ Petition No.1346/2021, 1348/2021, 1349/2021, 1350/2021, 1351/2021 and 1352/2021 are allowed in terms of prayer clause (b) which read as under :-

- (b) Issue Writ of Certiorari or any other Writ order or direction in the nature of Certiorari and after examining the legality, validity and correctness of the letter bearing reference No.O.W.570/EOW/Unit-IX/CR 103-19/2020 dated 19th August 2020, issued by Respondent No.2, during the investigation of FIR No.103 of 2019, the same may be quashed and set aside.

20 The Petitioners in Writ Petition No.311 of 2020 and the Respondent No.3 shall deposit their respective costs within two weeks from today. Payment of aforesaid costs is a condition precedence for allowing these Writ Petitions and this order will take effect after depositing the amount of costs by the Petitioners in Writ Petition No.311 of 2020 and the Respondent No.3.

21 Rule in all the Writ Petitions is made absolute to the above extent and the Criminal Writ Petitions stand disposed of accordingly.

22 List the Petition on 15/04/2021 under caption “For Compliance” of deposit of costs.

[MANISH PITALE, J]

[S. S. SHINDE , J]