

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

CRIMINAL WRIT PETITION NO.1283 OF 2020

Noor Mohd. Shaikh & Anr. Petitioners
versus
State of Maharashtra & Anr. Respondents

**WITH
CRIMINAL WRIT PETITION NO.1285 OF 2020**

Noor Mohd. Shaikh & Anr. Petitioners
versus
State of Maharashtra & Anr. Respondents

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- Ms.Murtuza Nazmi i/b. Shamina Sayed, Advocate for Petitioners.
- Mr.J.P. Yagnik, APP for State/Respondent.
- Mr.Rohan Bansal, Advocate for Respondent No.2 in both Petitions.
- Mr.G.M. Kanade, API, Nerul Police Station, Navi Mumbai present.

**CORAM : NITIN JAMDAR &
SARANG V. KOTWAL, J.**

DATE : 24 NOVEMBER 2021

P.C. :

. This common order is passed in both these Petitions as they arise out of two C.R.s. against the same Petitioners in similar offence.

2. These Petitions are filed seeking to quash C.R.No.I-0362 of 2019 and C.R.No.I-0359 of 2019 registered at Nerul Police

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Station, Navi Mumbai, and the consequential proceedings. Learned counsel for the Petitioners and the learned counsel for Respondent No.2/the informant stated that the parties have resolved the dispute and the FIR can be quashed with the consent of the Respondent No.2/complainants.

3. The FIR was lodged by the complainants, who are friends, on the allegation that they were desirous of obtaining employment in a foreign country and the Petitioners promised them employment in a hotel industry in Russia. Pursuant to the offer of the Petitioners, the complainants went to Russia, the job assured was not given, but some other job was given and the salaries were not paid. Hence they returned to India. Upon return they filed the FIR against the Petitioners under section 420, 506 r/w 34 of the Indian Penal Code.

4. Learned counsel for the complainants states that having been explained to them by the Petitioners that there was a misunderstanding in respect of promises given by the Petitioners and that the issue could be resolved on monetary terms, both the Respondent No.2 have agreed to resolve the disputes and quash the FIR.

5. The complainants have sworn their affidavits before the officers of the Court after showing identity documents. Its contents

are reiterated before us by the learned counsel representing the complainant. It is stated that the complainants have received a Demand Draft and a cheque.

6. The Petitions had come up before the Court on 3 August 2021 and the following order was passed:

“1. Heard the learned Counsel for the petitioner.

2. Issue notice to the respondents.

3. Mr. Yagnik, the learned APP waives notice for respondent no.1.

4. Mr. Bansal, the learned Counsel, waives notice for respondent no.2.

5. Respondent no.2 is present before the Court. Respondent no.2 has tendered an affidavit. Respondent no.2 is identified by Mr. Bansal, the learned Advocate.

6. We have interacted with respondent no.2. Respondent no.2 states that he has decided to settle the dispute with the petitioner voluntarily and filed the affidavit without any coercion and duress. Respondent no.2 admits the contents of the affidavit.

7. Mr. Yagnik, the learned APP, seeks time to take instructions about the antecedents of the petitioner.

8. List on 25th August, 2021.

9. *In view of the settlement between the parties, we direct the Investigating Officer not to file charge-sheet till the next date.”*

7. Learned APP states that he has taken instructions and informs us that there are no other complaints against the Petitioner. The learned APP however states that if the FIR is to be quashed by consent, the parties must pay costs for taking time of the Court and the police machinery.

8. Having perused the FIR as referred to above, we find that the incident does not have any larger repercussions on the society. There was a business understanding between the Petitioners and the Respondents, and the FIR arose out of the misunderstanding regarding the promises given. The same is now been redressed in terms of money. This fact situation falls within the law laid down by the Supreme Court in the case of *Gian Singh Vs. State of Punjab and another*¹, where the Supreme Court has held that the High Court can quash the FIR of an cognizable offence by consent. Nothing adverse is pointed out to us as to why the benefit of this legal position should not be extended to the Petitioners.

9. In conclusion, the Petitions deserve to be allowed. The Petitions are accordingly allowed in terms of prayer clause (a) in respective Petitions, which read thus;

1 (2012) 10 Supreme Court Cases 303

“In Writ Petition No.1283 of 2020 -:

- (A) This Hon’ble Court may be pleased to quash and set-aside First Information Report dated 8.10.2019 registered before Nerul Navi Mumbai Police Station, being CR No.I-362 of 2019 and all its consequential proceedings;”

“In Writ Petition No.1285 of 2020 -:

- (A) This Hon’ble Court may be pleased to quash and set-aside First Information Report dated 8.10.2019 registered before Nerul Navi Mumbai Police Station, being CR No.I-359 of 2019 and all its consequential proceedings;”

(SARANG V. KOTWAL, J.)

(NITIN JAMDAR, J.)