

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

CRIMINAL APPLICATION NO. 228 OF 2021

Sonal Rohit Markan

Age:- 44 years, Indian Inhabitant

Occupation: Doctor, residing at,

RA. TI. B-501, Interface heights, behind

Infinity Mall, Malad (West), Mumbai 400 064.

...APPLICANTS

Versus

1. The State of Maharashtra

At instance of Senior Police Inspector

Through Bangurnagar Police Station

Somwari Bazar, Bangur Nagar,

Malad (West), Mumbai 400104.

2. Nazir Ahmad Abdul Memon

Age about 61 years, Indian Inhabitant

7262, New Collector Compound,

Mavani Colony, Near Bus Depot Malwani,

Gate No. 8, Malad (West), Mumbai 400095.

...RESPONDENTS

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Mr. Amrut Joshi i/by. Mr. Pratik Amin for the applicant.

Mr. Nikhil Mishra for Respondent No. 2.

Mr. V.B. Konde-Deshmukh, APP for State.

Respondent No. 2 is present in the Court.

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**CORAM : S. S. SHINDE &
MANISH PITALE, JJ.**

RESERVED ON: 12th MARCH 2021.

PRONOUNCED ON: 16th MARCH 2021.

JUDGMENT [PER S.S. SHINDE, J.]:

. Rule. Rule made returnable forthwith and heard with the
consent of learned counsel appearing for the parties.

2. Learned counsel appearing for applicant and Respondent No. 2 jointly submits that the parties have amicably settled the dispute. The Respondent No. 2 has filed the consent affidavit. Paragraphs 1 to 8 of the said affidavit reads as under:-

1. *I say that I am the informant of the FIR No. 574 of 2020 dated 14.08.2020 lodged in the Bangur nagar Police Station against Mrs. Sonal Rohit Markan (said 'Mrs. Markan') for negligent and rash driving and causing grievous hurt under section 279 and 338 of IPC.*

2. *I say that as on the date of affirmation of the present Affidavit, I have not been intimated by the concerned police station if the charge sheet has been filed in the matter.*

3. *I say that the Applicant herein and her husband Mr. Rohit Markan have agreed to pay Rs. 65,000/- (Rupees Sixty-Five Thousand only) towards medical expenses and compensation towards damages and have further extended their full moral emotional and physical support to me. I say that out of the said amount of Rs. 65,000/-, an amount of Rs. 10,000/- has been paid by the Applicant on 23rd February, 2021 which has been duly received by me. I say that the balance amount of Rs. 55,000/- will be paid by the Applicant on or before 5th March, 2021.*

4. *I say and submit that I have agreed to accept the same a full and final compensation towards the injuries caused during the accident.*

5. *I say that on the date of accident i.e. 14.08.2020, the Applicant has helped me in immediately calling for an ambulance and further assured me that she would cooperate for medical and such other expense.*

6. *I say that in view of the conduct of the Applicant and the settlement arrived at between myself and Applicant, I have no grievance against the Applicant. I further undertake not to agitate any issues touching upon the present subject-matter at any time in the future against the Applicant.*

7. *I say that in view of the aforesaid settlement, I do not wish to proceed with the criminal case and FIR No. 574 of 2020 registered with the Bangur nagar Police Station on 14.08.2020 for offences punishable under Sections 279 and 338 of the Indian Penal code, 1860, against the Applicant.*

8. *I hereby give my consent and pray that the Hon'ble High Court of Judicature at Bombay be pleased to quash the FIR No. 574 of 2020 registered with the Bangur nagar Police Station on 14.08.2020 which is pending against the Applicant.*

3. Respondent No. 2 was present before this Court. He stated that it is his voluntary act to enter into the settlement and join the prayer of the applicant for quashing the impugned FIR. Since the applicant and 2nd respondent has amicably settled the dispute, no fruitful purpose would be served by continuing the investigation of FIR No. 574 of 2020 dated

14.08.2020 registered at Bangur nagar Police Station, Mumbai, for the offences punishable under Section 279 and 338 of IPC. The further continuation of aforesaid FIR would tantamount to the abuse of the process of the Court/law.

4. 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

5. In the light of discussion in foregoing paragraphs, to secure the ends of justice and prevent the abuse of the process of the law/Court, the application deserves to be allowed. Accordingly, the application is allowed in terms of prayer clause (a), which reads as under:-

a) The Hon'ble Court may be pleased to quash the First Information Report No. 574 of 2020 dated 14/08/2020 registered at Bangur nagar Police station, Mumbai in the interest of justice;

6. Rule made absolute to above extent. The application stands disposed of.

(MANISH PITALE, J.)

(S. S. SHINDE, J.)