

VISHWANATH
SATYANARAYANA
SHERLA

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

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VISHWANATH
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Date: 2021.07.31
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CRIMINAL WRIT PETITION NO.1456 OF 2019

Sandeep Subhash Lad & another

... Petitioners

Vs.

Rupesh Vishwanath Pawar & another

... Respondents

Mr.Vinod Kashid for the Petitioners
Mr.Abdul Shaikh for Respondent No.1
Mrs.M.H. Mhatre, APP, for Respondent – State
Respondent No.1 present through VC

**CORAM: S.S. SHINDE &
N.J. JAMADAR, JJ.**

DATED: JULY 30, 2021

ORAL JUDGMENT (PER S.S. SHINDE, J.):

1. At the outset, the learned Counsel appearing for the petitioner seeks leave to amend the petition. Leave granted. Amendment to be carried out forthwith.
2. Rule. Rule made returnable forthwith with the consent of the learned Counsel appearing for the parties and heard finally.
3. This Petition takes exception to filing of First Information Report No.6 of 2019 registered with Meghwadi Police Station,

Mumbai for the offence punishable under section 420 read with section 34 of the Indian Penal Code and the consequent chargesheet filed by the Investigating Officer.

4. Learned Counsel appearing for the petitioner and Respondent No.1 jointly submit that the parties have amicably settled the dispute. Our attention is invited to the consent terms/compromise deed entered into between them.

5. Respondent No.1 is present through video conferencing for interaction. We have interacted with him. He stated that it is his voluntary act to enter into the amicable settlement and sign the consent terms/compromise deed. He stated that he has received the amount as stated in the consent terms/compromise deed. He has no objection for quashing the impugned First Information Report / chargesheet.

6. Respondent No.1 has filed an affidavit. In the said affidavit, in paragraphs 3 to 8, it is stated as under:

“3) I state that we have settled our issue amicably and out of the aforesaid alleged amount of Rs.11,20,000/- (Rupees Eleven Lakh, twenty thousand) the Petitioner/Applicant No.2 viz. Pallavi Sandeep Lad has paid an amount of Rs.3,00,000/- (Rupees Three lakh) by Cheque bearing

No.044472, drawn on Axis Bank, Bandra Reclamation Branch, dtd. 12-03-2019 and the remaining payment of Rs.8,20,000/- (rupees Eight Lakh, twenty thousand only) is already paid by the Petitioner/Applicant No.1 viz. Sandeep Subhash Lad, in cash on Dtd. 8-3-2019 and I, hereby acknowledge the receipt of the payment received by them from the aforesaid Petitioners/Applicants and the I undertake that I will not claim any aforesaid amount from the Petitioners/Applicants in future and also further undertake that I would not make any complaints against the abovesaid Petitioners/Applicants in future with regards to the same subject matter.

4) I state that, It would be unfair or contrary to the interest of justice to continue with the criminal proceeding or continuation of criminal proceeding would tantamount to abuse of process of law despite settlement and compromise between us and the present Applicants/petitioners and to secure the end of justice, it is appropriate that criminal case is put to an end if the consent is given by me to quash the criminal proceeding / FIR.

5) I state that, to prevent the abuse of process of law and to secure the ends of justice, I agree to the quashing of criminal complaint in question and stated in consent terms that the matter has been settled out of my own free will, as the matter has been settled and compromised amicably so there would be an extra ordinary delay in the process of law if the legal proceeding between us are carried on, therefore this is a fit case to invoke the jurisdiction U/s. 482 of Cr.P.C. to prevent the abuse of process of law and to secure the ends of justice.

6) I state that in the facts and circumstances of this case and in view of this Affidavit & Compromise Deed/Consent Terms made by me, the criminal complaint in question warrants to be put to an end proceedings emanating thereupon need to be quashed, it is submitted that the aforesaid offences are entirely personal in nature and therefore do not affect public peace or tranquility and if the compromise deed would bring about peace and would

secure ends of justice, it is proper to quash the said proceeding without waste of time and energy in compoundable offences.

7) I state that we, both parties have reached the settlement and on the basis this Affidavit & Consent Terms, is filed for quashing criminal proceeding/FIR.

8) I state that, I have made this Affidavit & consent term without any coercion, undue influence threat & pressure.”

7. 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 offences 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

1 2012 (10) SCC 303

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.

8. In the light of the discussion in foregoing paragraphs, no fruitful purpose will be served by continuing the proceedings in relation to the C.R. No.6 of 2019 registered with Meghwadi Police Station, Mumbai, which would be tantamount to abuse of the process of the concerned Court. So also, since Respondent No.1 is not going to support the case of the prosecution, chances of conviction of the petitioner would be remote and bleak. However, in the facts of the present case, in our opinion, it would be appropriate to quash the impugned First Information Report / chargesheet, subject to payment of costs.

9. In view of the above, in order to secure the ends of justice and prevent the abuse of process of the concerned Court, the petition deserves to be allowed subject to the petitioner depositing costs. Accordingly, the following order is passed:

ORDER

i) Writ Petition is allowed in terms of the added prayer clause (a1) subject to the petitioner depositing Rs.20,000/- as costs within one week from today in the below mentioned account :

“Bank Name:	Bank of India
Branch Name:	Mumbai Main branch, Fort, Mumbai.
Account Name:	“Bar Council of Maharashtra and
	Goa Covid-19”
Account No.:	000110110013597
IFSC :	BKID0000001

ii) Deposit of costs as aforesaid, shall be condition precedent for allowing the prayer of the petitioner for quashing of the impugned First Information Report/chargesheet.

10. Rule made absolute to the above extent.

11. Writ Petition stands disposed off accordingly.

(N.J. JAMADAR, J.)

(S.S. SHINDE, J.)