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

CRIMINAL WRIT PETITION NO.1856 OF 2021

Shri Hemantkumar Chhabildas Mahajan & Others ... Petitioners

Versus

The State of Maharashtra & another ... Respondents

Mr.J.B. Pal for the Petitioners
Ms.Sangeeta Shinde, APP, for Respondent – State
Mr.S.S. Shirsath for Respondent No.2
Respondent No.2 – present through Video Conferencing.

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

DATED: AUGUST 6, 2021

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

1. Rule. Rule made returnable forthwith with the consent of the learned Counsel appearing for the parties and heard finally.
2. This Petition takes exception to filing of First Information Report No.346 of 2020 for the offences punishable under sections 498(A), 354, 323, 504, 506 read with section 34 of the Indian Penal Code registered with Rabale Police Station, Navi Mumbai.

3. Learned Counsel appearing for the petitioners and Respondent No.2 jointly submit that the parties have amicably settled the dispute. Respondent No.2 has filed an affidavit of consent and is placed on record with the compilation of this Writ Petition.

4. We have interacted with Respondent No.2 through video conferencing. She has stated that from the last four months, she is staying with her husband and child in the matrimonial home. She has stated that she has amicably settled the dispute without any coercion and has no objection for quashing the impugned First Information Report.

5. In the consent affidavit filed by Respondent No.2, it is stated in paragraphs 2 to 8 as under:

“2) I state that, petitioner no.1 is my husband who gave me a promise and assurance that he is ready to stay separately and he wants to live his married life happily with me. Even he assures me in future without keeping anger and ego in his mind will not give me physical, mental and economical torture neither abuse me. Petitioner promised me that he will take care of me and my daughter properly and even our responsibilities, also promise to take care of all the necessary household expenses. But never demand money from me. Moreover, he also promised to me his entire family that is other petitioners in said petition will not interfere in my married life by using any reason. The petitioner already mentioned this in his petition para no.8.

3) I state that petitioner no.1 promised me that he will take care of all educational expenses of my daughter till her post-graduation of further study time to time.

4) I state that petitioner no.1 promised me that he will take care of all our medical expenses of me and my daughter time to time.

5) I state that, petitioner no.1 promised me that he will return my all STRIDHAN and my daughter's jewellery to me and never keep in his or his family's custody again.

6) I state that, petitioner promised me he will ready with any term and condition to stay together with me and our daughter and being as husband and father promised that he will take care of all responsibility with taking consent from me, petitioner no.1 booked a house on rent basis in kalwa at above mentioned address and made leave and license agreement for the same.

7) I, state that, petitioner no.1 has given assurance and promised to me on the basis of last chance if he will breach any condition or his any promised in future or if any member of his family that is other petitioners, then I can take legal action against him and other petitioners for the same.

8) I state that I have accepted his request as petitioner promised me on oath which is mentioned his petition in para no.8 and also because of my newly married life and my daughter's future and her bright career I am giving my consent to quash the complaint on 25/11/2020 bearing C.R. No.346/2020 is registered by the Rabale Police Station u/s 498(A), 354, 323, 504, 506 and 34 of the Indian Penal Code against the said petitioners."

6. Since the parties have amicably settled the dispute and as petitioner No.1 and the respondent No.2 are staying together since

the last four months and respondent No.2 has no objection for quashing the First Information Report, no fruitful purpose would be served by continuing further investigation of C.R. No.346 of 2020 registered with the Rabale Police Station, Navi Mumbai.

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 quashing the criminal case despite full and complete settlement and compromise with the victim. It is further held that as inherent

1 2012 (10) SCC 303

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 view of the amicable settlement and willingness of Respondent No.2 to give consent for quashing the First Information Report, chances of conviction of the petitioners would be bleak and remote. In that view of the matter and keeping in view the exposition of law by the Supreme Court in the case of ***Gian Singh (supra)***, in order to secure the ends of justice and to prevent further abuse of the process of the concerned Court, we are inclined to allow the petition. Accordingly, the petition is allowed in terms of prayer clause (a) which reads as under:

“a) That the Hon'ble Court be pleased to quash and set aside the FIR bearing C.R. No.346/2020 dated 25/11/2020 registered by Rabale Police Station at Navi Mumbai. Annexed herein above as exhibit “A”.”

9. Rule made absolute in the above terms.

10. Writ Petition stands disposed off accordingly.

(N.J. JAMADAR, J.)

(S.S. SHINDE, J.)