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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CRIMINAL APPELLATE JURISDICTION

CRIMINAL APPLICATION NO.451 OF 2020

Shekhar Kishor Negi]
Residing at B/2,001, Festival Complex,]
Achole Cross Road, Nallasopara (East),]
Tal Vasai, Dist. Palghar] **.. Applicant**

VERSUS

1. **State of Maharashtra**]
Through Viral Police Station,]
Bazar Ward, Virar (East),]
Tal. Vasai, Dist. Palghar]
2. **Jagdish Kanubhai Oza**]
Residing at Kamla Cross No.3,]
Near Fire Bridge, Kandivali (W),]
Mumbai 400 067] **.. Respondents**

Mr.B.G.Tangsali i/b Mr.Sanjay S. Gawde for the Applicant.

Mr.Aniket Ranade for Respondent No.2.

Respondent No.2 is present in Court.

Mrs.S.D. Shinde, APP for the Respondent No.1/State.

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

DATED : 01st MARCH, 2021

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

1. Learned counsel appearing for the applicant prays for leave to amend so as to implead the original informant as party respondent. Leave granted. Amendment be carried out forthwith.

2. Rule. Rule made returnable forthwith. With the consent of learned counsel appearing for the parties, heard finally.

3. It is common contention of learned counsel appearing for the applicant and the added contesting respondent that parties have amicably settled the dispute. Learned counsel appearing for respondent No.2, has tendered across bar, the affidavit. Same is taken on record. Since the affidavit itself is taken on record, it is not necessary to advert to the contentions of the said affidavit. Suffice to say that in terms of averments in the affidavit, settlement is arrived at between the parties. It is brought to the notice of this Court that in the Civil Court, the parties have filed the settlement deed, copy of the same is annexed to the affidavit of respondent No.2.

4. The applicant and respondent No.2 are present before this Court. They are identified by their respective counsel. On specific query to him as to whether it is his voluntary act to enter into settlement or it is due to coercion/pressure of the applicant that he has entered into such settlement, he replied that it is his voluntary act to enter into such settlement and join the prayer of the applicant for quashing of the FIR.

5. In the light of the settlement terms arrived at between the parties, respondent No.2 has consented for quashing the impugned FIR and, therefore, the chances of conviction of the applicant would be remote and bleak.

6. The Hon'ble Supreme Court in the case of **Gian Singh 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 has also held that 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.

7. In that view of the matter, to secure the ends of justice and to prevent the abuse of the process of the Court, the application deserves to be allowed and the FIR is required to be quashed.

8. The application is allowed. Rule is made absolute in terms of prayer clause (d), which reads as under :-

1 2012 (10) SCC 303

(d) Quash and set aside the impugned FIR/complaint that is FIR bearing No.0897 of 2020 of Virar Police Station in Vasai Taluka of Palghar District, by an order of this Hon'ble Court.”

9. The Criminal Application stands disposed of accordingly.

10. The parties shall strictly abide by the settlement deed arrived at between the parties before the Civil Court and also before this Court. Any breach of the said conditions would be viewed seriously.

(MANISH PITALE, J.)

(S.S.SHINDE, J.)