

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CRIMINAL APPLICATION NO. 606 OF 2021

Mahesh Yashwant Pedamkar]
Age : 43 yrs, Occu : Service,]
R/at – 229/2nd Floor, Shivaji Nagar,]
Currey Road, Mumbai – 400 013]..... Applicant.

Versus

1] The State of Maharashtra]
Through Senior Inspector,]
Agripada Police Station]
Mumbai]
2] Smt. Rajkamal Chintamani Deshpande]
Age : 34 years, Occ : Actress]
Residing at : Dinath, C/1/1, L.J. Road,]..... Respondents.
Mahim (W), Mumbai – 400 016] (No.2/Org.Complainant)

Mr. Sushil A Inamdar for the Applicant.
Mrs. S D Shinde, APP for the Respondent No.1/State.
Ms. Divya Parab a/w Mr. S R Barbhai for Respondent No.2.
Mr. Jayesh Chavan, PSI – Agripada Police Station present.
Respondent No.2 present in Court.

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

DATE : 24th September 2021

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

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

2 By this Criminal Application the Applicant takes exception to the

FIR No.528 of 2021 dated 10/06/2021 registered with Agripada Police Station, District – Mumbai for the offences punishable under Sections 406 & 420 of the Indian Penal Code.

3 The learned counsel appearing for the Applicant and the 2nd Respondent jointly submit that the parties have amicably settled the dispute.

4 The 2nd Respondent is present before this Court. She is identified by her advocate. We have interacted with the 2nd Respondent. She stated that it is her voluntary act, without any coercion, to enter into such settlement and file compromise deed before this Court. She stated that she has received the amount of Rs.7,00,000/- and she has no objection for quashing the impugned FIR. The 2nd Respondent has filed her affidavit in support of such settlement.

5 It will be appropriate to reproduce Paragraphs 2 to 6 of the affidavit filed by the 2nd Respondent, which read thus :-

“2 I say that, I am the original complainant in C. R. No.528/21 viz. F.I.R. No.528 of 2021 dated 10.06.2021 registered in the Agripada police station, Mumbai under section 406, 420 of the IPC.

3 I say that, myself and the applicant have settled entire dispute amicably and entered into deed of compromise on the terms & conditions as specifically agreed therein, which is annexed at Exhibit-C of above application.

- 4 *I say that, as per above compromise deed, I have received demand draft no."064330" dated 09.07.2021 drawn in Bank of Maharashtra, Delisle Road issued by the present applicant in my favour an amounting to Rs.6,50,000/- (Rupees Six Lakh Fifty Thousand only).*
- 5 *I say that, in view of above, I have no grievance/objuection and having free and willful consent that the F.I.R. No.528 of 2021 date 10.06.2021 registered in the Agripada police station, Mumbai under section 406, 420 of the IPC be quashed and set aside by consent of both the parties.*
- 6 *I say that, I undertake that I shall abide b6y the terms and conditions of the above said compromise deed, which is annexed at Exhibit-C of the above application. I further undertake that I shall not adopt any legal proceeding for recovery of said amount in future as claimed by me in the complaint.*

6 In view of the amicable settlement between the parties, and pursuant to which, compromise deed and affidavit of Respondent No.2 are placed on record, and the 2nd Respondent stated before this Court that it is her voluntary act to enter into such settlement and, she has given her consent for quashing the impugned FIR out of her free will and without any coercion, no fruitful purpose would be served in continuation of further investigation in impugned FIR No.528 of 2021 dated 10.06.2021 registered with Agripada Police Station for the offences punishable under Sections 406 and 420 of the Indian Penal Code.

7 The learned APP appearing for the Respondent No.1/State, on

instructions of the officer, who is present in Court today, submits that there are no antecedents against the Applicant.

8 The Supreme Court in the case of Giansingh v. State of Punjab and Another¹ 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.

9 In view of the amicable settlement between the parties and

1 2012 (10) SCC 303

pursuant to it, the parties have filed the compromise deed, we are of the opinion that in order to secure the ends of justice and to prevent the abuse of the process of law/Court, this Criminal Application deserves to be allowed and the same is allowed in terms of prayer clause (a), which reads thus :-

“(a) By an appropriate writ, order or direction of this Hon’ble Court, that the F.I.R. No.528 of 2021 dated 10.06.2021 registered with Agripada Police Station, District – Mumbai, under Section 406 & 420 of IPC (Exh. - “B” hereto) be quashed and set aside.”

10 At this stage, we expressed to the learned counsel appearing for the Applicant that whether the Applicant is ready to contribute for noble cause so as to aid the Children Aid Society. In reply, the learned counsel for the Applicant stated that the Applicant would deposit Rs.20,000/- within two weeks from today.

11 Within a period of two weeks from today, the Applicant shall deposit costs of Rs.20,000/- in the account of Children’s Aid Society, Mumbai details of which are as under:-

Name of Bank of Account : Children Aid Soc Donation

Bank Account No. :02370100005612

Bank Name : UCO Bank

Branch : Matunga Mumbai

IFS Code : UCBA0000237

On deposit of aforesaid costs by the Applicant in the aforesaid bank account,

the Children Aid Society, Mumbai shall immediately transfer the said amount of costs for betterment of the children to the New and Additional Children's Home, Mankhurd, Mumbai. Payment of aforesaid costs is a condition precedent for allowing this Criminal Application and this order will take effect after depositing the costs amount by the Applicant.

12 Rule is made absolute to the above extent and the Criminal Application stands disposed of accordingly. List the Criminal Application under caption "For Compliance" of deposit of costs on 11th October 2021.

[N. J. JAMADAR, J]

[S. S. SHINDE , J]