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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CRIMINAL APPELLATE JURISDICTION

CRIMINAL APPLICATION NO.622 OF 2019

Kishor Prabhakar Patwardhan .. Applicant

v/s.

The State of Maharashtra And Anr. .. Respondents

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Mr. Niranjan Mundargi, i/b. Prasanna Bhangale, for the Applicant.

Ms. S.D. Shinde, APP, for Respondent No.1.

Mr. Umesh Mankapure, for Respondent No.2.

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CORAM: NITIN JAMDAR &
SARANG V. KOTWAL JJ.

DATE : 21 OCTOBER 2021.

P.C:-

Heard learned Counsel for the parties.

2. This application, filed under Section 482 of Cr.P.C., is for quashing the F.I.R., bearing C.R.No.0586/2018, dated 13/12/2018, registered with Sangli City Police Station, Sangli for the offences punishable under Sections 406, 420, 467, 471 of the Indian Penal Code at the instance of one Mr. Vijaysingh Madhavrao Patwardhan ("First Informant").

3. The learned Counsel for the Applicant states that the application was filed to quash the FIR on merits. However, subsequently, there is overall settlement between the Applicant and Respondent No. 2 and an affidavit to that effect is also filed by Respondent No.2. The learned Counsel for Respondent No.2 states, which is also stated in the affidavit filed by Respondent No.2, that in view of the settlement, Respondent No.2 has no objection for quashing the F.I.R. Respondent No.2 (First Informant) filed the F.I.R. on an allegation that the Applicant with a wrongful intention tried to take over the property situated at Miraj, known as “Sanglikar Mala”. According to Respondent No.2, the power of attorney was executed by Respondent No.2 in favour of one person in respect of a civil suit pending for this property. In pendency of another civil suit, the Applicant and others entered into a memorandum for a particular specified sum. It was stated by Respondent No.2 that due to his health condition, he was not aware of the MOU. It was further the contention of Respondent No.2 that the Applicant posed a bogus copy of the MOU and created a forged seal and instead of the value being shown as Rs.13.45 crores, was stated as of Rs.9 crores. The FIR, being C.R. No.486 of 2018, was registered on 13 December 2018 for the offences punishable under Sections 406, 420, 467, 471 of the Indian Penal Code. Pursuant to an order passed under Section 156(3) by the Magistrate Sangli on 5 December 2018, it is at this stage, the Applicant approached for

quashing the FIR and filed this application on 7 May 2019.

4. The affidavit filed by Respondent No.2 sworn before the Commissioner of Oath in District and Sessions Court, Sangli has annexed copy of the consent order passed in First Appeal No. 305 of 2016. The consent terms dated 1 September 2021, affirmed before Registrar of District and Sessions Court, Sangli, were accepted. The order disposing of the appeal passed by the Division Bench incorporates the consent terms. The consent terms state that the parties have settled their dispute on monitory terms. A writ petition filed by Respondent No.2, bearing No.3663 of 2019, was also withdrawn subsequently on 13 September 2021.

5. In the affidavit filed by Respondent No.2 in this Court, Respondent No.2 has stated as under:

“1. That the disputes that arose by and between the Applicant and him led to the filing of FIR C.R. No.0586/2018 registered with Sangli City Police Station, Sangli. He, however, do not wish to pursue the present case and as both the parties have arrived to a settlement.

2. That he had executed the said settlement in terms of the consent terms dated 1 September, 2021 with the Applicant and the same has been recorded by the Hon'ble Bombay High Court, Mumbai and accordingly Compromise Decree has been passed on 3rd September, 2021.

3. That the parties have mutually resolved all the disputes between them and as per the said Compromise Decree, it has

been decided to withdraw all the pending criminal and civil litigations filed by the parties against each other. In pursuance of the said compromise between the Applicant and himself, he do not have any objection if the subject FIR bearing C.R. No.0586/2018 registered with Sangli City Police Station, Sangli is quashed and set aside. He has also withdrawn the Criminal Writ Petition No. 3663/2019 filed by him before the Hon'ble High Court, Mumbai. And accordingly the Hon'ble High Court has disposed of the matter by Order dated 13/09/2021.

4. Hence, it is most humbly submitted that he has no objection if F.I.R. bearing C.R. No.0586/2018 dated 13/12/2018 registered with Sangli City Police Station, Sangli is quashed.

5. The present affidavit in reply is filed by him with his own wish and will without there being any kind of force, coercion and/or misrepresentation and he shall be bound by the order passed on the basis of the present Affidavit and shall not challenge the same before the Superior Court.”

6. Having considered the allegations made in the FIR and the stand taken by Respondent No.2 on affidavit and in consent terms, it appears to us that the dispute had a colour of being in nature of a civil dispute. The fact situation in the present case falls within the ambit of the decision of the Apex Court in *Gian Singh vs. State of Punjab And Another*¹ that nothing adverse is pointed out by the State as why still the prosecution should continue. It is obvious that it will end in futility. In the light thereof, the application is allowed in terms of prayer clause (a) :

1 (2012) 10 Supreme Court Cases 303

7. The learned A.P.P. is right in contending that the dispute between the parties have involved agencies of the State needlessly and the cost thereof must be borne by the parties. Both the parties jointly will pay an amount of Rs.50,000/- each to the Government Medical Hospital at Miraj by way of costs within period of four weeks.

(SARANG V. KOTWAL, J.)

(NITIN JAMDAR, J.)