

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION  
WRIT PETITION NO. 2828 OF 2021**

Bharat Bajirao Pawar  
Age : 39 years, Occu. None at present  
Add. B/807, Sneha Homes, Urjit Nagar,  
Warje, Pune.  
(At present is in Yerwada Central Prison,  
Pune)

**...Petitioner**

**Versus**

1. State of Maharashtra  
(Through Warje Malwadi Police Station)
2. Pranali Chandrakant Suryawanshi  
Age : 31 years, Occu. Government  
Servant, Add: B/807, Sneha Homes,  
Urjit Nagar, Warje, Pune.

**...Respondents**

Mr. Sudatta J. Patil, for the Petitioner.  
Mrs. S. D. Shinde, APP for the State/Respondent no.1.  
Mr. Vikramshing Parmar, for Respondent no.2.  
Respondent no.2 present in Court and interacted.

**CORAM: S. S. SHINDE &  
N. J. JAMADAR, JJ.  
DATED: 11<sup>th</sup> AUGUST, 2021.**

**JUDGMENT:-** PER : N. J. JAMADAR, J.

1. Rule. Rule made returnable forthwith and, with the consent of the learned Counsels for the parties, heard finally.
2. This petition under Article 226 of the Constitution of India and Section 482 of the Code of Criminal Procedure, 1973 ("the Code"), is filed seeking quashment of FIR No.182 of 2021,

registered with Warje Malwadi Police Station, Pune, for the offences punishable under Sections 377, 379, 384, 493, 406, 417, 323, 504 and 506 of the Indian Penal Code, 1860 (“the Penal Code”) at the instance of respondent no.2 – the first informant and the consequent proceeding bearing RCC No.2682 of 2021, pending on the file of the learned Judicial Magistrate First Class, Pune.

**3.** The petition arises in the backdrop of the following facts:

The first informant became acquainted with the petitioner through a matrimonial website. The ceremony of marriage was undergone on 12<sup>th</sup> July, 2020, at Hotel Vrindavan. After few days of marriage, the first informant learnt that the petitioner has a daughter from the first wife, who were residing at Rahatani, Pune. Confrontation on the said count led to marital discord leading to the commission of the offences for which the petitioner has been arraigned.

**4.** The petitioner has invoked the writ jurisdiction of this Court with the assertions that after the lodging of the above-numbered FIR there has been an amicable settlement of the dispute between the petitioner and respondent no.2 and they have decided to part ways and executed the Consent Terms.

5. Mr. Patil, the learned Counsel for the petitioner and Mr. Parmar, the learned Counsel for respondent no.2 make a joint statement that the parties have amicably resolved the dispute in its entirety. The Consent Terms, (Exhibit-'C'), annexed to the petition, have been executed.

6. The petitioner and respondent no.2 appeared before the Court. We have interacted with the petitioner and respondent no.2. They stated that they admit the contents of the Consent Terms (Exhibit-'C') and execution thereof.

7. Respondent no.2 informed the Court that she has decided to resolve the dispute voluntarily. The Consent Terms (Exhibit-'C') have been executed out of her own volition. There is no coercion or duress. She specifically stated that the ceremony of marriage was null and void having been performed during the lifetime of the first wife of the petitioner. Paragraphs 2 to 7 of the Consent Terms read as under:

"2. The Respondent no.2 states that she does not intend to further pursue the criminal prosecution against the petitioner as she wants to sever all her ties with the petitioner and start a new life.

3. The respondent no.2 states that towards amicable settlement of their disputes, the petitioner has agreed to hand over a demand draft for the amount of Rs.5,00,000/- dated 14/07/2021 bearing Demand Draft Number 077280 drawn on ICICI Bank, Shivaji Nagar Branch, Pune. The said Demand Draft will be handed over to the Respondent no.2 at the time of quashing of the impugned FIR and disposal of the present petition. Hereto annexed and marked as Exhibit A is a copy of the Demand Draft.

4. The parties state that they married each other on 12/07/2020 and they had stayed together for a short period of time. The parties agree and admit that their marriage is not registered to date. The parties agree and admit that their marriage has been null and void since inception, and neither of them have any right whatsoever towards each other. The parties also agree and admit that no right of any nature has been created between the parties in respect of their movable, immovable, tangible and intangible assets/property.

5. The petitioner agrees and undertake that he shall not claim any right of any nature over the movable, immovable, tangible and intangible, assets/property of the Respondent no.2. The Respondent no.2 also agrees and undertakes that she shall not claim any right of any nature over the movable, immovable, tangible and intangible assets/property of the petitioner.

6. The parties state that during the period of their relationship they had taken various photographs/pictures/videos of their marriage and other events. The parties state that they have now deleted/destroyed all the photographs/pictures / videos (physical and digital) of each other. The parties state that they are not in possession of any photographs/pictures/ videos (physical and digital) of each other. The parties state that they have not shared any photographs/pictures/videos (physical and digital) of each other with anyone or on any public forum or digital platform. In the event hereinafter, any party finds any photographs/pictures/videos (physical and digital) of the other party in his/her possession, he/she undertakes to delete/destroy the same and not share/circulate/public such photographs/picture/video.

7. The parties undertake that in future, they shall not do any act of any nature which could bring disrepute to either of them.”

8. Evidently, the petitioner and respondent no.2 cohabited for a very short period. Difference arose over the legal sanctity of the marriage performed by the petitioner and respondent no.2, on 12<sup>th</sup> July, 2020. All the offences thus appear to have their genesis in the marital discord since the inception of marriage. The Consent Terms, extracted above, indicate that the petitioner

and respondent no.2 have arrived at a comprehensive settlement. Undoubtedly, the allegations are of serious offences. However, the fact that the genesis of the alleged offences is in the matrimonial dispute cannot be lost sight of.

9. It appears that the parties have resolved the dispute with the intervention of elders and well-wishers. Continuation of the prosecution when the parties have decided to part ways and move in life from a relationship, which since its inception was of questionable sanctity, would be futile. As the respondent no.2 has settled the matrimonial dispute, it is very unlikely that respondent no.2 would support the prosecution and, resultantly, the chances of the prosecution ending in a conviction are extremely remote and bleak. In contrast, continuation of the prosecution would cause grave prejudice to the parties and unnecessarily put burden on the criminal justice system.

10. A useful reference in this context can be made to the judgment of the Supreme Court in the case of *Gian Singh vs. State of Punjab and another*<sup>1</sup>, wherein the Supreme Court has observed as under;

“61. ....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.”

11. In the light of the aforesaid exposition of law, we have considered the material on record. A prosecution arising out of a matrimonial dispute can be legitimately quashed in order to secure the ends of justice and prevent the abuse of the process of the Court. In the case at hand, as indicated above, the matrimonial dispute has been resolved in its entirety. By way of compliance of a part of the terms of settlement, a Demand Draft for the sum of Rs.5,00,000/-, (referred to in paragraph 3 of the Consent Terms, extracted above) was handed over before the Court.

12. Resultantly, in order to secure the ends of justice and prevent abuse of the process of the Court, we are persuaded to allow the petition.

13. Hence the following order:

**: ORDER :**

The petition stands allowed in terms of prayer clause (A), which reads as under:

(A) This Hon'ble Court be pleased to quash and set aside FIR registered at C.R. No.182 of 2021 registered with Warje Malwadi Police Station and charge-sheet registered at R.C.C. No.2682 of 2021 pending before JMFC, Pune.

Rule made absolute in the aforesaid terms.

[N. J. JAMADAR, J.]

[S. S. SHINDE, J.]