

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

CRIMINAL APPLICATION NO.722 OF 2021

Karankumar Bhatia & Ors.

.... Petitioners

versus

State of Maharashtra & Anr.

.... Respondents

.....

- Mr.Hrishikesh Mundargi i/b. Paavani Chadha, Advocate for Petitioners.
- Mr.Amit Thorat, Advocate for Respondent No.2.
- Ms.S.D. Shinde, APP for State/Respondent No.1.

**CORAM : NITIN JAMDAR &
SARANG V. KOTWAL, J.**

DATE : 17 NOVEMBER 2021

P.C. :

. By this application filed under section 482 of Cr.P.C, the Petitioner is seeking to quash the FIR arising out of C.R. No. 531/2021 registered on 19/06/2021 with Oshiwara Police Station, for the offences punishable u/s 498A, 504, 506 r/w 34 of the Indian Penal Code.

2. The Respondent No.2 is the wife of Applicant No.1, Applicant No.2 is the mother of the Applicant No.1, Applicant No.3 is the father and the Applicant Nos.4 and 5 are sisters of Applicant

Nesarikar

** This order is modified vide Speaking to the Minutes dated 1 December 2021.

No.1. The Respondent No.2 filed an FIR against the Applicants under section 498(A), 504, 506 r/w 34 of the Indian Penal Code, contending that the Applicants had caused physical and mental cruelty to her and made demand of dowry.

3. The application is filed to seek quashing of the FIR by consent of Respondent No.2. The application itself refers to the consent terms filed before the Sessions Court, Dindoshi, during the mediation that took place when the Applicant had moved for anticipatory bail. The consent the terms are on record, the relevant portion which reads thus;

“2. In view of the amicable settlement of disputes and differences, the Party of the SECOND PART shall give her consent to quash the FIR and proceedings arising out of the FIR bearing C.R. No. 531/2021 registered with Oshiwara Police Station, Mumbai against the Party of the FIRST PART and other Accused persons. Furthermore, the Party of the SECOND PART shall also give her consent for any Bail Applications or any Anticipatory Bail Applications filed by the Party of the FIRST PART or other Accused persons, with relation to the present Complaint.

3. The Parties agree and declare that, the jewelry amounting to Rs.9,30,000/ (Rupees Nine Lakhs Thirty Thousand Only) as alleged lying in the custody of the Party of the FIRST PART

and the other Accused persons, shall belong to the Party of the FIRST PART, and the Party of the SECOND PART hereby irrevocably relinquishes all her claims and rights over the same and hereinafter shall not make any claims in respect of the same in view of the aforesaid settlement.

4. The Parties agree and declare that they shall be present and/or represented at the time of the following:

- As and when required by the Hon'ble High Court for the abovementioned Quashing Proceedings;*
- As and when required by this Hon'ble Court for the above captioned Anticipatory Bail Applications;*
- As and when required by the Ld. Family Court, Bandra for the abovementioned Divorce Proceedings;*
- As and when required by any other authority i.e. Court, Tribunal, Police Station etc.*

5. The Party of the SECOND PART confirms that she is in possession of all her belongings including the jewelry/stree-dhan/all or/any other valuable goods, gifted to her at the time of the marriage and thereafter.

6. The Parties have agreed to settle all their disputes because they belong to and share strong and ancient family ties, and thus the said dispute has resolved vide these consent terms dated 22nd July 2021.

7. It is agreed and declared by the Parties on the behalf of themselves, their family members and relatives that they shall not file any further proceedings against each other be it civil and/or criminal in nature after signing of the present consent terms in respect of the subject matter of the present C.R. No.531/2021 registered with the Oshiwara Police Station, Mumbai.”

4. The learned counsel for the Respondent No.2 states that the Respondent No.2 is present in Court and she has affirmed the position and contents in the consent terms. The affidavit is sworn before the officer of this Court after showing the necessary identity documents. The consent terms provide for a time table for the amount of Rs.7 lakhs to be given to the Respondent No.2 upon quashing of the FIR. The Applicant is handed over the Demand Draft of Rs.7 lakhs, which the learned counsel for the Respondent No.2 on instructions confirms.

5. The perusal of FIR shows that the it is a domestic dispute, which is now being settled and the parties would be seeking to achieve peace through their settlement.. The perusal of the above narration shows that the resultant fact situation is squarely covered under the law laid down by the Apex Court in the case of *Gian Singh Vs. State of Punjab and another*¹, wherein Hon’ble Supreme

1 (2012) 10 Supreme Court Cases 303

Court has stated that the High Court in its extra-ordinary jurisdiction can quash the FIR of a cognizable offence by consent if the dispute is a matrimonial dispute such as the present one. Not quashing this FIR would in fact impede the settlement process arrived at through mediation. Therefore case is made out for allowing this application.

6. Accordingly the application is allowed in terms of prayer clause (a), which reads thus;

“This Hon’ble Court be pleased to quash the entire Complaint arising out of C.R. No. 531/2021 came to be registered by the Respondent No.2 on 19/06/2021 with Oshiwara Police Station, for the offences punishable u/s 498A, 504, 506 r/w 34 of the Indian Penal Code lodged by Respondent No.2 and any further proceedings thereof;”

(SARANG V. KOTWAL, J.)

(NITIN JAMDAR, J.)