

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

CRIMINAL WRIT PETITION NO. 4393 OF 2021

Sudeep Jain

..Petitioner

Versus

The State of Maharashtra & Anr.

..Respondents

Mr. Shirish Gupte, Senior Advocate a/w. Mr. Kamlesh Ghumre, Mr. Vikrant Singh Negi and Mr. Pratik Thakkar i/b. DSK Legal for Petitioner.

Ms. M. H. Mhatre, APP for State/Respondent No.1.

Mr. Omkar Mulekar for Respondent No.2.

**CORAM : NITIN JAMDAR AND
SARANG V. KOTWAL, JJ.**

DATE : 22 NOVEMBER 2021

P.C. :

1. This petition is filed for quashing of F.I.R. No.122 of 2021 registered with Koregaon Park police station by the Respondent No.2 complainant on 02 August 2021, under sections 341, 384, 385 and 427 read with 34 of the Indian Penal Code.

2. The Respondent No.2 has filed an F.I.R. against the Petitioner, who is Managing Director of InterContinental Hotels Group (India) Private Limited. According to the Respondent No.2

they had handed over entire operation and management of their hotel to the InterContinental Hotels Group (India) Private Limited. A Hotel Management Agreement was executed, pursuant to which the dispute arose between the parties. The Petitioner has breached the terms. It was alleged by the Respondent No.2 that, in spite of parting with substantial amount, on 21 July 2021 when the Personal Assistant of the Respondent Company had gone to the hotel, he found that the hotel was locked and he was restrained from entering the hotel. The Petitioner and others accordingly cheated the Respondent No.2. The Petitioner and others switched off the fire alarm buzzer and baggage scanner because of which they got damaged. Because of this restrain and threats the F.I.R. was lodged.

3. The learned Senior Advocate for the Petitioner and the learned counsel for the Respondent No.2 states that, after filing of this petition the parties have entered into a settlement and the Respondent No.2 has given consent to quash the F.I.R. and has filed an affidavit to that effect. The learned counsel for the Respondent No.2 states that Mr. Sreenivasan Hariharan, the employee of the Respondent No.2 is present in the court and he has given instructions to the learned counsel for the Respondent No.2 to give consent for quashing of F.I.R., in addition to filing of the affidavit.

4. We have perused the contents of the F.I.R. Having perused the contents of the F.I.R. and having heard the arguments

advanced before us with a request of quashing of F.I.R. by consent, it is clear that the facts would fall within the law laid down by the Hon'ble Apex Court in the case of *Gian Singh Vs. State of Punjab and another*¹, wherein the Hon'ble Apex Court has held that the High Court has inherent power to quash the F.I.R. in cognizable offence by consent, in certain cases, such as present one, arises out of a commercial dispute and which does not have impact on the society as such. The F.I.R. in question indicates a purely private commercial dispute. We do not find any reason as to why this position of law laid down should not be made applicable to the present case.

5. Accordingly, the Writ Petition is allowed in terms of prayer clause (A) .

6. The F.I.R. No.122 of 2021 registered with Koregaon Park police station, on 02 August 2021, under sections 341, 384, 385 and 427 read with 34 of the Indian Penal Code against the petitioner is quashed and set aside.

7. The Petitioner and Respondent No.2 will pay an amount of Rs.50000/- each to the Mumbai Police Welfare Fund, Axis Bank Account No. 465010100008693, IFSC Code UTIB0000465, Lamington road branch, towards the cost within a period of four weeks.

¹(2012) 10 Supreme Court Cases 303

8. The order passed today is conditional upon payment of the cost.

(SARANG V. KOTWAL, J.)

(NITIN JAMDAR, J.)