

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

Amk

CRIMINAL APPLICATION NO. 820 OF 2017

Prashant Bhagwat Khunte & Ors. .. Applicants
Vs.
The State of Maharashtra & Ors. .. Respondents

Ms. Sneha Jethwa i/b Mr. Akshay P. Bafna for the Applicants.
Mr. Rajan S. Pawar for Respondent Nos.3 & 4.
Respondent No.3 present in Court.
Mrs. S. D. Shinde, APP for the Respondent-State.

CORAM : S. S. SHINDE & MANISH PITALE, JJ.
DATE : 9th MARCH, 2021.

ORAL ORDER (Per S. S. Shinde, J.)

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

2. Learned Counsel appearing for the Applicants and 3rd Respondent submits that the parties have amicably settled the dispute. The consent terms are arrived at between the parties. Learned Counsel for 3rd Respondent has tendered across the bar consent terms. The same are taken on record. Paragraphs 1 to 11 of the said consent terms read as under:

1. The parties before the Court are husband and wife. With the intervention of well-wishers, the parties have amicably resolved all disputes pending between them in inter alia, which form the subject matter of the captioned Cri. Application for quashing and various other proceedings as set out in Schedule I to the present Consent Terms.
2. It is agreed between the parties that the Petitioner No.1 in

the present Cri Application No. 820 of 2017 (hereinafter “Prashant”) shall pay to the Respondent No.3 in the present Cri Application No. 820 of 2017 (hereinafter “Sayali”) a sum of Rs.9,00,000/- (Rupees Nine Lakhs only) towards full and final settlement of all/any claims of any nature whatsoever that Sayali may have against Prashant and his family, including but not limited to residence, maintenance, alimony or the like for herself.

3. The said payment shall be made in the following two tranches:

(i) Rs.4,50,000/- at the time of signing and filing of the present consent terms by way of Demand Draft No. 509074; Prashant undertakes to the Court that the said Demand Draft will be cleared on presentation; Sayali shall be at liberty to initiate appropriate action against Prashant in case of dishonor of Demand Draft.

(ii) Rs.2,00,000/- to be paid by Prashant by way of Demand Draft No. 508876 as soon as Sayali withdraws the Domestic Violence complaint No. 203/2017 filed by her against Prashant and his family at Kolhapur Court. Prashant shall hand over the Demand Draft of Rs.2,00,000/- to Sayali as soon as the order of withdrawal of the Domestic Violence Complaint has been passed by Kolhapur Court.

(iii) Rs.1,00,000/- to be paid by Prashant by way of Demand Draft No. 508877 as soon as Sayali agrees and files her affidavit for mutual consent divorce without making any further monetary or non-monetary claims in Divorce Petition 12/2018 pending before the Family Court, Kolhapur. Prashant shall handover the Demand Draft of Rs.1,00,000/- to Sayali as soon as the order of Mutual Consent Divorce has been passed by the Ld. Family Court, Kolhapur.

(iv) Rs.1,50,000/- to be paid by Prashant by way of

Demand Draft No. 508878 as soon as Sayali appears before the Hon'ble Bombay High Court in Cri Application No. 820 of 2017 and gives her consent for quashing of the FIR No.111 of 2017 registered by the officers of Sangvi Police Station against the Petitioners. Prashant shall hand over the Demand Draft No. ____ to Sayali in front of the Hon'ble Court as soon as the order of quashing of FIR No. 111 of 2017 is passed.

4. Prashant states that he shall return the following items back to Sayali as and by way of full and final settlement which is over and above the monetary settlement set out hereinabove:-

. All utensils and clothes that were gifted to Sayali during the wedding.

5. The parties agree and undertake that within two weeks from filing of the present Consent Terms before the Hon'ble Bombay High Court in Cri Application 820 of 2017, they shall withdraw all proceedings pending between them and filed against one another and/or their family members, including those in the list set out in Schedule I hereto are deemed to have forthwith given up all allegations made against one another and undertake not to file any further or other proceedings against one another save and except in compliance and/or execution of the present Consent Terms. Any delay by any party for withdrawal of any and all proceedings shall entail the other party to claim compensation from the delaying party and give right to initiate appropriate proceedings against the delaying party for execution of the present Consent Terms.

6. Each party shall bear their own cost for the withdrawal of the respective cases and complaints and cannot claim any cost whatsoever from the other party.

7. It is agreed that Sayali will file her supporting affidavit for consent of quashing in Cri Application No. 820 of 2017 after the receipt of the First Demand Draft No. 509074.

8. Parties agreed and undertake that if any orders are required

for quashing any criminal proceedings as per the list set out in Schedule I hereto, the party against whom the criminal proceeding has been instituted shall file a petition/application for quashing before this Hon'ble Court or before such appropriate Court as may be advised and the other party shall support such petition/application including by filing the necessary affidavits for this purpose.

9. Upon the execution of the present Consent Terms, the parties and/or their family members agree and undertake that they have no claims against one another of any nature whatsoever and shall make no such claims including but not limited to claims for residence/maintenance in any manner whatsoever.

10. That both the parties are executing the present Deed/Consent Terms out of their own free will, consent and choice and without any fraud, coercion, pressure and undue influence.

11. That both the parties have gone through the present Consent Terms and they both are very well aware of the nature and the contents of the present Terms and Conditions and they agree to whatever is stated hereinabove.

3. 3rd Respondent is present before this Court. She stated that it is her voluntary act to enter into the settlement and give consent for quashing the FIR.

4. Since the parties have amicably settled the dispute and 3rd Respondent has given consent for quashing the FIR, no fruitful purpose would be served by continuing the investigation of FIR No. 111 of 2017 registered with Sangvi Police Station, Pune for the offence punishable under Sections 498(a), 417, 323, 504, 506 r/w. 34 of the IPC.

5. The Supreme Court in the case of **Giansingh v. State of Punjab and Another**¹ 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 resolves 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.

¹ 2012 (10) SCC 303

6. In the light of the discussion in foregoing paragraphs in order to secure the ends of justice and to prevent the abuse of process of the Court, the Application deserves to be allowed in terms of prayer Clause (a) which reads thus:

a. That, this Hon'ble Court be pleased to allow the application and further be please to set aside and quash F.I.R. in C.R. No. 111 of 2017 for offences u/s. 498(a), 417, 323, 504, 506 r/w. 34 of I.P.C. at the instance of Sangvi Police Station, Pune pending against applicants.

7. Accordingly, the Criminal Application is allowed. Rule made absolute on above terms.

[MANISH PITALE, J.]

[S. S. SHINDE J.]

Arjun
M.
Kadam

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signed by
Arjun M.
Kadam
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