

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

**CRIMINAL WRIT PETITION NO.6225 OF 2019**

Shri Murari Mangilal Agarwal & another ... Petitioners

Vs.

State of Maharashtra & another ... Respondents

Mr.Akash Singh i/b Mr.A.M. Saraogi for the Petitioners

Mr.Deepak Thakare, Public Prosecutor with Ms.Sangeeta Shinde,  
APP, for Respondent – State

Mr.Girish Mittal, Respondent No.2 present through V.C.

**CORAM: S.S. SHINDE &  
MANISH PITALE, JJ.**

**DATED: APRIL 6, 2021**

**ORAL JUDGMENT (PER S.S. SHINDE, J.):**

1. Rule. Rule made returnable forthwith with the consent of the parties and heard finally.

2. Learned Counsel appearing for the petitioner and Respondent No.2, who appears in person, jointly submit that the petitioner and Respondent No.2 have amicably settled the dispute in terms of the consent terms dated 24<sup>th</sup> September, 2019. It is

submitted that Respondent No.2 has filed his affidavit; the same is taken on record. We have interacted with Respondent No.2 through Video Conferencing. He has stated that it is his voluntary act to enter into such settlement. He has received the entire amount and he has no further grievance. Alongwith the said affidavit, the order passed by the learned Single Judge is also placed on record. It would be relevant to reproduce hereinbelow paragraphs 1 and 2 of the affidavit filed by respondent No.2, which read as under:

“1. I say that the subject matter of the present complaint have been settled between me and my family member with accused person and accordingly in the civil suit filed by me all the amount along with the interest have been received by me and my family member.

2. I say that as per the undertaking given by me in an civil suit I am filing the present affidavit placing on record that we have no objection to quash the present F.I.R. no.238 of 2019 against the Petitioner.

3. The learned Single Judge (Coram: A.K. Menon, J.) passed the following order on 14<sup>th</sup> October, 2019:

“1. Parties have settled their disputes. The learned counsel for the parties tender consent terms signed by the parties and their Advocates.

2. Suit is decreed in terms of the consent terms. It is made clear this court has not examined the merits of the criminal complaint of FIR.
3. The undertakings if any in the consent terms are accepted.
4. Suit is disposed in terms of the consent terms.
5. Refund of court fees, if any, as per rules.
6. In view of the disposal of the suit, Notice of Motion No.1352 of 2019 also stands disposed as infructuous.

4. The parties in the civil Suit and the petitioner and Respondent No.2 herein are one and the same. Since the parties have amicably settled the dispute and to that effect, the learned Single Judge has made a reference to such settlement in the aforesaid order dated 14<sup>th</sup> October, 2019, in our opinion, no fruitful purpose will be served by continuing further investigation in C.R. No.238 of 2019 registered with Dahisar police station for the offences punishable under sections 420, 406, 506 read with section 34 of the Indian Penal Code.

5. The Supreme Court in the case of **Giansingh v. State of Punjab and Another**<sup>1</sup> has held that the criminal cases having overwhelmingly and predominatingly civil flavour stand on a

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1 2012 (10) SCC 303

different footing for the purposes of quashing, particularly the offences arising from commercial, financial, mercantile, civil, partnership or such like transactions or the offences 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.

**6.** In the light of the discussion in the foregoing paragraphs, the petition deserves to be allowed. Accordingly, the petition is allowed in terms of prayer clause (a) which reads as under:

“(A) that this Hon’ble Court be pleased to issue an appropriate writ, order and directions directing quashing of the FIR being FIR No.238 of 2019 registered under section 420, 406, 506, 34 of IPC registered by the Respondent No.1 at the instance of the Respondent No.2 on such terms as this Hon’ble Court may deem fit and proper in the matter.”

7. Rule made absolute in the above terms.
8. Writ Petition stands disposed off accordingly

**(MANISH PITALE, J.)**

**(S.S. SHINDE, J.)**