

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

940 CRIMINAL APPLICATION NO. 3703 OF 2022

MOHAN S/O MADHAV RAUT AND OTHERS
VERSUS
THE STATE OF MAHARASHTRA AND ANOTHER

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Advocate for Applicants : Mr. Abhay D. Ostwal & Mr. Kiran D. Jadhav
APP for Respondent No. 1-State : Mr. M. M. Nerlikar
Advocate for Respondent No.2 : Mr. Vikram Laxmanrao Bhange

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**CORAM : SMT. VIBHA KANKANWADI AND
ABHAY S. WAGHWASE, JJ.**

DATED : 08 DECEMBER 2022

PER COURT :-

1. Applicant no.1 and respondent no.2 to appear before the Registrar (Judicial) of this Court at 2.00 p.m. today.
2. The Registrar (Judicial) to verify and submit a report immediately.

[ABHAY S. WAGHWASE, J.]

[SMT. VIBHA KANKANWADI, J.]

P.C. Later On :

3. In view of the order passed in the first session, learned Registrar (Judicial) has verified the terms and submitted a report.

Applicant No.1 and respondent no.2 are present and they have admitted the contents of the compromise pursis. Under such circumstance, the compromise pursis is read and recorded.

4. The applicants stood prosecuted for the offences punishable under Sections 406, 420, 120-B, 504, 506 r/w 34 of IPC on the basis of the FIR lodged by respondent no.2 vide C.R. No. 103 of 2022 registered with Jinsi Police Station, Aurangabad. Now, they have settled the matter as per the compromise terms. In view of the compromise terms, respondent no.2 has no objection for quashing the FIR and the charge-sheet bearing R.C.C. No. 1196 of 2017.

5. It can be seen that the FIR has a tinge of civil dispute and it was stated that the informant was duped of Rs.40,00,000/-. Now, as per the terms, he would be getting Rs.40,00,000/- from the applicants. It is agreed that amount Rs.37,00,000/-, which is lying in the account of the applicants, would directly be transferred to the informant and the further amount would be paid by cheque. Cheque number is also given in the compromise pursis. Thus, it is to be noted that the informant has also been able to recover the said amount of which he alleges he was duped. Under these circumstances, while allowing the quashment of the FIR as well as the charge-sheet, we find it a fit case

where we should direct the applicants as well as respondent no.2 to deposit certain amount with the High Court Legal Services authority which is in fact in the nature of using the court machinery as well as police machinery. So also, the order in respect of de-freezing of the account deserves to be passed. Hence, the following order :

ORDER

The application stands allowed on the following terms :

- I) The bank account of M/s. Adiurja Private Limited bearing no. 516701010035245 with the Union Bank of India, Aurangabad Main Branch 11, Krupa Jijamata Colony Road, Paithan Gate, Aurangabad is directed to be de-frozen and applicant no.1 is allowed to transfer the amount of Rs.37,00,000/- to the account of the informant as agreed in the compromise pursis which is marked Exhibit "A".
- II) The parties to adhere to the other terms of the compromise pursis Exhibit "A" as agreed.
- III) On the said terms, the FIR vide C.R. No. 103 of 2017 registered with Jinsi Police Station, Aurangabad and the proceedings under R.C.C. No. 1196 of 2017 pending before the Judicial Magistrate, First Class, Aurangabad, stand quashed and set aside.

IV) Applicant nos. 1 to 4 and respondent no.2 to deposit Rs.10,000/- each to the High Court Legal Services Sub Committee Aurangabad on or before 14.12.2022.

[ABHAY S. WAGHWASE, J.]

[SMT. VIBHA KANKANWADI, J.]

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