

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

WRIT PETITION NO.917 OF 2021

Vastu Nirman & Others .. Petitioners.
v/s.
The State of Maharashtra
& Another .. Respondent.

Mr. Sandeep R. Waghmare, for the Petitioners.
Mr. J. P. Yagnik, APP for Respondent No.1-State.
Mr. Kailash Baug h/f. Mr. Akshay S. Malviya, for Respondent No.2.

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**CORAM: NITIN JAMDAR &
ARUN R. PEDNEKER, JJ.
DATE : 20th JULY, 2022.**

P.C:-

By this Petition, the Petitioners are seeking the following reliefs:-

“(a) That this Hon’ble Court be pleased to quash and set aside proceedings in respect of C.C. No.163/MISC/07 (MECR No.01/2008) pending before the Ld. Metropolitan Magistrate, 32nd Court at Bandra, Mumbai of Nirmal Nagar Police Station for alleged offences punishable under Section for alleged offences punishable u/s. 420, 463, 464, 465, 467, 468, 471, 474, 477A r/w. 34 of IPC on such terms and conditions as this Hon’ble Court may deem fit and proper.”

2 The reasons given for quashing of proceedings is that the dispute that led to the filing of the FIR is settled between the parties i.e. Petitioners and Respondent No.2. Respondent No.2 has filed an affidavit stating that, in light of the consent terms entered into between the parties on 7 August, 2017 in Writ

Petition (O. S.) No.19 of 2010, accepted by order dated 14 September 2017, Respondent No.2 has given consent to quash the FIR. The learned Counsel for the Petitioners Respondent No.2 jointly submit that the FIR and proceeding arising therefrom be quashed.

3 Respondent No.2 – Complainant filed a complaint, stating that he is a developer undertaking the work of developing a property pursuant to a Slum Re-development Scheme. Petitioner forwarded the false proposal to the Slum Redevelopment Authority and proceeded to enter into an agreement with other parties without cancelling the agreement executed in favour of the Respondent no.2. Letters were written to the Slum Redevelopment Authority that the slum dwellers had vacated the premises. Writ Petition (O.S.) No.19 of 2010 was filed by Respondent no.2 in this Court against the Slum Re-development Authority and the Petitioners. Parties therein tendered consent terms. Petitioners, i.e. Respondent no.2 herein, had given up the challenge to his removal by certain terms and conditions that were agreed upon between the parties. The petition was disposed of by the Division Bench, taking the consent terms on record, marking them as 'X'.

4 The learned Counsel for the parties have drawn our attention to the consent terms placed on record. In the said consent terms, the Petitioners i.e. Complainant herein, has stated as under:-

“ The Petitioner having submitted the Applications/ NOC etc for withdrawal of following cases:-

(i) In case bearing C.C. No.163/MISC/2007 (MECR No.01 of 2008) filed by the Petitioner against the Respondent No.4 and others before Ld. Additional Chief Metropolitan Magistrate, 32nd Court at Bandra, Mumbai, the Petitioner to submit his NOC/ consent before the Ld. Additional Chief Metropolitan Magistrate for closer of his complaint/case. The Petitioner undertakes this Honourable Court to do so."

Based on this agreement, the Writ Petition filed by Respondent No.2 was disposed of.

5 Perusal of the record shows that dispute was in respect of who would implement the Slum Re-development Scheme, which has been settled on monetary terms. We do not find that the dispute between the Petitioners and Respondent No.2 had affected society at large. The learned APP informed that the Investigating agency has already filed a closure report ('C' summary); however, further orders are not being passed as the papers are not currently traceable and are under search.

6 Considering the totality of the circumstances, a case is made out for quashing of FIR by consent of Respondent No.2. The dispute is a commercial dispute now resolved, and consent terms are also accepted by the Court in the civil writ petition. Even otherwise, a Closure report is stated to be filed.

7 Accordingly, Writ Petition is allowed in terms of prayer clause (a).

(ARUN R. PEDNEKER,J.)

(NITIN JAMDAR,J.)