

CRIMINAL APPLICATION NO.160 OF 2022

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DATE : 7 MARCH, 2022

. Heard learned Counsel for the Applicant-accused, learned APP for the State and learned Counsel for Respondent No.2-first informant. Both are requesting for quashing FIR. It is registered at Khalapur Police Station on 5 September 1991.

2 The FIR is registered on the complaint of the present Respondent No.2. It is for the offences punishable u/s 406, 417, 419, 420, 465, 467, 468 and 471 of the Indian Penal Code. The present Petitioner is a sole accused. Sum and substance of the allegation is that the Applicant-accused prepared a forged sale deed dated 3 March 1993 & under the garb of obtaining permission from Sub-Divisional Officer the Applicant obtained the signature of the

first informant on blank papers. However, it is used for the purpose of preparing sale deed in question. The first informant realized this fact when officials of MIDC had come to his village Isambe, Taluka Khalapur, Dist. Raigad for the purpose of acquisition. The first informant learnt that accused has mutated his name on 7/12 extract. On inquiry, the first informant also got knowledge that the accused sold the land to M/s DSV Chemicals Pvt. Ltd. After realizing the fraud, when the first informant met the accused, he gave evasive replies.

3 Even the accused assured the first informant to pay the compensation receivable from MIDC one agreement is entered thereby accused agreed to pay Rs.30,00,000/- to the first informant. However, it was not complied and that is why, the complaint is lodged to Khalapur Police Station.

4 During the pendency of the investigations, the first informant and the accused entered into Consent Terms on 8 February 2022. The accused has agreed for some financial commitments. It is laid down in the consent terms. Clause No.17 and Clause 24 deals about financial commitments. We have ascertained from the first informant, who is present and he has admitted his signature on the consent terms and identified of his learned Advocate.

5 The allegation is about misusing the signature on the blank papers. There is no grievance that the signature itself is forged. The charge-sheet is not filed. The dispute predominantly relates to land

and consideration arising out of land. At one point of time, the first informant had chosen to file complaint and criminal law was set in motion. At the same time, the accused wants this Court to exercise writ jurisdiction, so that he need not face the trial. Hence, what we feel is that further continuation of the prosecution will not serve interest of justice. At the same time, we feel that both parties are required to be saddled with financial burden. We are inclined to quantify it to Rs.1,00,000/- for the Petitioner and Rs.50,000/- for Respondent No.2. They are directed to pay that amount to Tata Memorial Hospital. Hence, the following Order is passed.

Order

- (a) The Application is allowed.
- (b) The investigations pending with Khalapur Police Station in C.R. No.0228 of 2021 for the offences punishable u/s 406, 417, 419, 420, 465, 467, 468, 471 of the Indian Penal Code is quashed and set aside, subject to the following conditions :
 - (i) The Petitioner to donate Rs.1,00,000/- to Tata Memorial Hospital, an institution that takes care of the advanced and terminally ill cancer patients.
 - (ii) Respondent No.2 also to donate Rs.50,000/- to the Tata Memorial Hospital, an institution that takes care of the advanced and terminally ill cancer patients.
- (c) For the quashment to take effect, the Applicant and Respondent No.2 shall pay the said costs and

produce the receipt thereof on the file of this Court within the period of four weeks from today. Failing to pay the costs and produce receipt within stipulated period, the Application shall stand dismissed without further reference to the Court and order quashing the proceedings/FIR shall be treated *non-est*

RAJESH
VASANT
CHITTEWAN

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Date: 2022.03.09
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(S. M. MODAK, J.)

(PRASANNA B. VARALE, J.)