

***IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
CRIMINAL APPLICATION NO.866 OF 2022***

1. Minto Singh Wasir
2. Vinaykumar Dubey
3. Mohd. Anjar Shaikh
4. Mohd. Arif Shah
5. Mahendra Singh Thakur
6. Nishar Islam Shaikh
7. Rahul Bhadale

...Applicants

Versus

1. The State of Maharashtra
2. The Inspector of Police
3. M/s. Famous Studios Ltd.

(Through its representative - Sarvotham S. Shetty) ...Respondents

Mr. Anurag Ghag a/w Mr. Ashish Dubey and Ms. Ankita Bamboli, for the Applicants.

Mr. K. V. Saste, A.P.P for the Respondent Nos.1 and 2.

Mr. Arun Panickar, for the Respondent No.3.

***CORAM : REVATI MOHITE DERE &
R. N. LADDHA, JJ.***

DATE : 21st NOVEMBER 2022

P.C. :

1. At the outset, learned counsel for the applicants seeks leave to amend to correct the C.R. number in the application. Leave granted. Amendment to be carried out forthwith.

2. Heard learned counsel for the parties.

3. Rule. Rule is made returnable forthwith, with the consent of the parties and is taken up for final disposal. Learned A.P.P waives notice on behalf of the respondent Nos.1 and 2. Mr. Panickar waives notice on behalf of the respondent No.3.

4. By this application, the applicants seeks quashing of the FIR bearing C.R. No. 29 of 2020 registered with the N. M. Joshi Marg Police Station, Mumbai, for the alleged offences punishable under Sections 454, 380 r/w 34 of the Indian Penal Code. Quashing is sought on the premise, that the parties have amicably settled their dispute.

5. Perused the papers. According to the respondent No.3 (original complainant), he had filed a case in the Small Causes Court in respect of a rental premises and that an ex-parte decree was passed in his favour. He has alleged that pursuant thereto, he filed an execution application before the said Court and that the said Court i.e. Small Causes Court vide order dated 24th October 2019, directed the

bailiff to break open the lock and accordingly, possession of the premises was granted to him (respondent No.3). The respondent No.3 has further alleged that on 23rd November 2019, the applicant No.2 - Vinaykumar Dubey, questioned him as to why the notice was put on the door and why the lock was changed; that pursuant thereto, the respondent No.3 informed the applicant No.2 that the possession of the said premises was taken as per the court's order. The respondent No.3 has further alleged that the applicant No.2 informed him that he does not believe in the court's order and directed his persons to break open the door. According to the respondent No.3, three persons i.e. the employees of the applicant No.1, broke open the lock and loaded the goods, which were in the room, in a tempo and also took alongwith them some material, which belonged to him (respondent No.3), pursuant thereto, the aforesaid FIR was lodged. After investigation, charge-sheet was filed in the said case and the case is presently pending before the learned Metropolitan Magistrate, 13th Court, Dadar, Mumbai, being C.C. No.578/PW/2022.

6. With respect to the said property, as noted above, the respondent No.3 had also filed a civil suit. During the pendency of the present proceeding, the parties amicably settled their dispute and entered into consent terms. Learned Counsel for the respondent No.3 has tendered the Consent Terms entered into between the parties, dated 18th November 2022, duly affirmed before the Notary. The said consent terms are signed by the applicant No.1 - Minto Singh and his advocate and Mr. Sarvottam Shetty, Executive Director of the respondent No.3 alongwith his advocate. Certain terms and conditions have been set out in the said consent terms with respect to the premises in question. In addition to the aforesaid, the learned counsel for the respondent No.3 has tendered an affidavit of the respondent No.3 dated 18th November 2022, duly affirmed before the Notary. Again to the said affidavit is annexed a photocopy of the consent terms entered into between the parties. In the said affidavit, the respondent No.3 has given his no objection to the quashing of the FIR, in view of the consent terms entered into between the parties. Respondent No.3 is present in Court. On being questioned, he re-

iterates what is stated by him in his affidavit as well as in the consent terms. Learned Counsel for the respondent No.3 has identified the respondent No.3. It appears that the parties have settled their civil dispute amicably, on certain terms and conditions, stipulated therein including the payment of money i.e. the respondent No.3 has paid a sum of Rs.36 lakhs to the applicant No.1.

7. Considering the nature of dispute, the consent terms entered into between them, the affidavit of the respondent No.3 and having regard to the judicial pronouncements of the Apex Court in *Gian Singh vs. State of Punjab and Another*¹ and *Narinder Singh and Others vs. State of Punjab and Another*², there is no impediment in allowing the application.

8. The application is accordingly allowed and the FIR bearing C.R. No. 29 of 2020 registered with the N. M. Joshi Marg Police Station, Mumbai, is quashed and set aside and consequently the

1 (2012) 10 SCC 303

2 (2014) 6 SCC 466

proceeding pending before the learned Metropolitan Magistrate, 13th Court, Dadar, Mumbai, being C.C. No.578/PW/2022, is also quashed and set-aside.

9. Rule is made absolute in the aforesaid terms. Application is disposed of accordingly.

10. The applicant No.1 to deposit a sum of Rs.25,000/-, with the **Mumbai Police Welfare Fund bearing Account No. 465010100008693, IFSC No. UTIB0000465**, as costs. The said costs to be deposited within three weeks from today.

11. Stand over to **19th December 2022**, for recording compliance of the said deposit of costs.

All concerned to act on the authenticated copy of this order.

R. N. LADDHA, J.

REVATI MOHITE DERE, J.