

Versus

● ● ● ● ● ● ● ●

Mr. Bhushan Walimbe for Respondent No.2.

● ● ● ● ● ● ● ● ●

CORAM : NITIN JAMDAR AND
N.R. BORKAR, JJ.

DATED : 17 AUGUST 2022

P.C. :-

By this Application, the Applicant is praying for the following relief :

“(b) The FIR No.96/2019 and further proceeding arising out of the said FIR registered with Kalamboli Police Station, Navi Mumbai for the offence punishable u/s. 420 of IPC, be quashed and set aside.”

2. The learned Counsel for the Applicant and the learned Counsel for the Respondent-Complainant states that the transaction that led to filing of the FIR by Respondent-Complainant was a

commercial transaction and the dispute between them is now resolved on payment of money and that the Respondent-Complainant has given consent for quashing the FIR.

3. The learned Counsel for the parties rely upon the decision of the Supreme Court in the *Gian Singh vs. State of Punjab*¹.

4. We have perused the FIR and the statement of the Respondent-Complainant. It is correct that the transaction was a commercial transaction which arose out of supply of goods and non-payment of the value of the goods so supplied. The Respondent-Complainant in the Affidavit filed giving consent for quashing has stated as under :

“15. I state that now the Applicant has given an amount of Rs.450000/- to me as agreed in MOU dated 07.08.2021 and being new developed business relationship I don't want to proceed against the Applicant in present case. The Applicant has handed over Demand Draft of Rs.150000/- dated 13.07.2021 and Demand Draft of Rs.100000/- dated 03.08.2021 and the same has been credited in the account of the Respondent No.2. The Applicant has also deposited Rs.80000/- from time to time directly in the account of the Applicant. Now the Applicant has handed over a Demand Draft of

1 2012(10) SCC 303

Rs.120000/- dated 16.07.2022. Thus the Respondent No.2 has received Rs.450000/- as agreed.”

The learned Counsel for the Respondent-Complainant has reiterated the contentions of the Respondent-Complainant.

5. Having considered these facts and circumstances and considering the nature of the dispute, we find that it is a fit case where the FIR can be quashed by consent of the Respondent-Complainant. It is stated that parties have now developed into new business relations and not quashing the FIR would disrupt the same and would be a needless harassment as it not likely result into conviction.

6. The learned APP states that the parties have used the police machinery.

7. The Application is allowed in terms of prayer clause (b). The FIR is quashed as regard the present Applicant. The Applicant will pay Rs.5000/- to the Maharashtra Police Welfare Fund within period of four weeks from today. This order is conditional upon the payment as above.

(N.R. BORKAR, J.)

(NITIN JAMDAR, J.)