

SATISH  
RAMCHANDRA  
SANGAR

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

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SATISH RAMCHANDRA  
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Date: 2022.10.14  
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**CRIMINAL WRIT PETITION NO. 3237 OF 2022**

1. Sweta Agnihotri
2. Sachin Savla
3. Shibasish Sarkar ...Petitioners

Versus

1. State of Maharashtra
2. Prakash Jha  
through Prakash Jha Productions ...Respondents

Mr.Chandan Singh Shekhawat i/b. Parinam Law Associates,  
Advocate for the Petitioners.

Mr.J.P.Yagnik, APP for the Respondent No.1-State.

Mr.Aurup Dasgupta a/w Ms.Sonam Ghiya and Mr.Aishah Shekhani  
i/b. Jhangiani Narula and Associates, Advocates for Respondent  
No.2.

**CORAM : REVATI MOHITE DERE &  
S. M. MODAK, JJ.**

**DATE : 12<sup>th</sup> OCTOBER 2022**

**P.C. :**

- 1 Heard learned counsel for the parties.
- 2 Rule. Rule is made returnable forthwith, with the consent of the parties and is taken up for final disposal. Learned APP, waives notice on behalf of the respondent no.1-State. Learned Advocate Mr.Aurup Dasgupta waives notice on behalf of the

respondent no.2.

3 By this Petition, preferred under Article 226 of the Constitution of India and under Section 482 of the Cr.P.C., the petitioners seek quashing of the FIR/complaint, registered vide C.R. No. 357 of 2022 with the Amboli Police Station, Mumbai for the alleged offences punishable under Sections 409, 418, 420, 427 read with 34 of the Indian Penal Code.

4 Quashing is sought on the premise, that the parties have amicably settled their dispute.

5 Perused the papers. According to the respondent no.2, he entered into an agreement with Entertainment One India Ltd., on 20<sup>th</sup> May, 2003 and 8<sup>th</sup> January, 2004 ; that vide the said agreement, it was agreed between the parties, that the rights of the film 'Gangajal' and 'Apaharan' will be owned by Entertainment One India Ltd., and that, the respondent no.2 would be entitled to receive 50% of the net surplus. According to the respondent no.2, Entertainment One India Ltd., merged with Adlabs Films Ltd., and as such, the Adlabs Films Ltd., became the holder of the rights of the aforesaid films. It further appears, that

by two separate agreements, the rights of the said films held by Adlabs Films Ltd., were assigned to its group companies i.e. Reliance Big Entertainment Pvt. Ltd., who held all rights, titles, interest in the said films.

6 According to the respondent no.2 – complainant, the petitioner nos. 1, 2 and 3 had colluded with each other against the respondent no.2 by selling the rights of the said two films and as such, wrongfully gained profits by doing so. It is the further case of the respondent no.2, that the petitioners despite signing an agreement, wherein it was decided, that the sale proceedings were to be equally divided between the petitioner and the respondent no.2, sold the non exclusive digital rights of both the movies, without the knowledge of the respondent no.2.

7 The respondent no.2 has further alleged, that the petitioners used the said profits by selling such rights without intimating the respondent no.2, as a result of which, the respondent no.2 incurred loss of about four crores rupees. Pursuant thereto, a complaint was lodged by Mr.Sudhirbhai Mishra – Power of Attorney holder of Prakash Jha – sole proprietor

of Prakash Jha Production with the Amboli Police Station as stated aforesaid.

8 We are informed, that charge-sheet has not been filed till date.

9 In the interregnum, the parties amicably settled their dispute and as such, entered into an MOU dated 17<sup>th</sup> March, 2021. The said MOU is at Exhibit-C at page 26. By the said MOU, the parties amicably settled their dispute and the petitioners paid an amount of Rs.4,24,03,301/- to the respondent no.2.

10 To the said Petition, is annexed a consent affidavit of Mr.Sudhirbhai Mishra (Power of Attorney holder of Prakash Jha) – sole proprietor of the respondent no.2. The consent affidavit is at Exhibit-D, page no.31 of the Petition. In the said affidavit, it is stated that the parties have amicably settled their dispute and as such, the respondent no.2 has no objection for quashing of the aforesaid proceedings, initiated at the behest of the respondent no.2, through the Power of Attorney Mr.Mishra.

11 Mr.Sudhirbhai Mishra, Power of Attorney of the respondent

no.2 is present in person. When questioned, he reiterates what is stated by him in the said affidavit. He is identified by his counsel and the learned APP has verified the original Aadhar card. We have taken on record the xerox copy of that Aadhar card, duly attested by the respondent no.2.

12 Considering the nature of allegations, amicable settlement between the parties, the consent affidavit of the respondent no.2 and the judicial pronouncements in this regard of the Apex Court in ***Gian Singh vs. State of Punjab & Anr.***<sup>1</sup> and ***Narinder Singh & Ors. vs. State of Punjab & Anr.***<sup>2</sup>, there is no impediment in allowing the Petition.

13 The Petition is accordingly allowed and the FIR bearing C.R.No.357 of 2022 registered with the Amboli Police Station, Mumbai is quashed and set aside.

14 The petitioners to deposit costs of Rs.25,000/- each i.e. total amount of Rs.75,000/- with the ***Mumbai Police Welfare Fund bearing Account No. 465010100008693, IFSC No. UTIB0000465***, within three weeks from today.

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1 (2012) 10 SCC 303

2 (2014) 6 SCC 466

15 Rule is made absolute in the aforesaid terms. Petition is disposed of accordingly.

16 The aforesaid order is passed subject to the order of the payment of costs.

17 Petition to be listed on **23<sup>rd</sup> November, 2022**, under the caption for recording compliance of the order of deposit of costs.

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

***S. M. MODAK, J.***

***REVATI MOHITE DERE, J.***