

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

WRIT PETITION NO. 5561 OF 2021

Rushikesh S. Choudhari .. Petitioner
v/s.
The State of Maharashtra
& Others .. Respondents.

Mr. Karansingh B. Rajput, for the Petitioner.
Ms. A. V. Pai, P. P. for the Respondent No.1-State.
Mr. Satish Raut, for Respondent No.2.

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**CORAM: PRASANNA B. VARALE &
SURENDRA P. TAVADE,JJ.
DATED : 16th FEBRUARY,, 2022.**

PC:-

Heard learned Counsel for the Petitioner, learned APP for the State and learned Counsel for Respondent No.2.

2 This Petition is filed for seeking an quashment of First Information Report under Crime No. 260 of 2021 registered at Bhiwandi Police Station on 24th July, 2021 and was transferred to Economic Offences Wing, Thane.

3 The parties are approaching this Court for a prayer for quashing the report. The report was lodged at the instance of Respondent No.2, stating that he was engaged in the contract in relation to water supply work being a Civil Engineer. Petitioner was introduced to him by a common friend. Petitioner was dealing in equipment supply. Sum and substance of the report is that the Petitioner prompted the Respondent

No.2 to invest certain amounts with good returns and subsequently, failed to keep his assurances and accordingly, report was lodged against the Petitioner for offences punishable under Sections 406 and 420 of the I.P. Code.

4 During pendency of the proceedings, parties have arrived at an amicable settlement. Terms of settlement placed on record as Exh. 'A' (page 21). It is stated in the consent terms that Respondent No.2 himself was Director in the Company and was also actively participating in the day-to-day affairs of the Company. It is stated in clause (4) of the terms, that due to the crises in market, company suffered loss and out of misinformation, Respondent No.2 lodged FIR dated 24th July, 2021.

5 The following Consent Terms are recorded, which read as under:-

“6(i) Party No.1 shall return the goods within 8 days as per the description of the goods attached in Annexure -1 (Except item no.8 b within 15 days). Also if Party no.1 is not able to arrange goods as mentioned in Annexure- 1 in worst situation he will have to make payment of goods as per current market value.

(ii) Party no.2 shall withdraw all his allegations mentioned in the FIR. Moreover, Party no.2 shall have no grievance with respect to the transaction mentioned in the FIR.

(iii) Party no.2 shall co-operate Party no.1 before the court of law for quashing of FIR and accordingly Party No.2 shall submit the affidavit with respect to the withdrawal of allegations as well as give the consent for quashing on the date of hearing by remaining present in person.

(iv) Party No.2 shall not file any claim before the any Court of law with respect to the subject matter of FIR after the settlement of materials mentioned in Annexure.

(v) Both the parties have agreed that other issues with respect to the accounts of the company except the subject matter of the FIR will be kept open and they will be entitled to agitate their claim against each other, if any.”

The Consent Terms are duly signed by parties in presence of two witnesses and the document is notarized.

6 Respondent No.2 has also filed affidavit in this Court, supporting the Consent Terms. It may be useful to refer that in the affidavit, in para 4, Respondent No.2 stated that Petitioner had agreed to return the goods mentioned in FIR and further Petitioner agreed to pay an amount of Rs.55 lakhs by way of Demand Draft in favour of the Company namely Soar Renewable Energy Private Limited as against the balance goods. Demand Draft bearing No. 333245 dated 17th December, 2021 of the said amount was handed over to Respondent No.2.

7 Considering the above facts, Petition is allowed in terms of prayer clause (a).

8 Petition is disposed of.

(SURENDRA P. TAVADE,J.)

(PRASANNA B. VARALE,J.)