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

CRIMINAL APPLICATION NO. 1245 OF 2018

Krunal Rajesh Kothari and Anr.

... Applicants

V/s.

The State of Maharashtra and Ors.

... Respondents

Mr. Ashish Dubey for the Applicants

Ms. M.H. Mhatre, APP for the Respondent – State

Mr. Anurag Ghag for the Respondent No.3

***CORAM : NITIN JAMDAR &
N.R. BORKAR, JJ.***

DATE : 21 JUNE 2022

P.C. :-

By this application the Applicants have prayed for the following prayer :-

“(c) This Hon’ble Court be pleased to quash charge-sheet No.115/2016 pertaining to C.R. No.156/2015 registered with Jodbhavi Peth Police Station, Solapur, for the offences punishable under Sections 420, 406, 418, 507 and 34 pending before the Judicial Magistrate, 12th Court, Solapur vide R.C.C. No. 834/2016.”

2. The reason for seeking quashing of the proceedings as above is that the Respondent – Complainant has given her no objection for quashing on the ground that the matter is settled between the parties. The Respondent – Complainant filed an FIR on the ground that the Applicants are the Directors of one Company, with which the brother of the complainant was doing business. The Applicants requested the complainant to lend them some amount as they were in urgent need with promise to repay in installments. According to the Complainant, since the Applicants were known to her, she mortgaged the property and gave loan of Rs.30,00,000/- and the Applicants agreed to repay the amount paid on her behalf in installments. In spite of paying the installments, the cheques were dishonoured and therefore, the Respondent – Complainant filed the FIR.

3. In this application after notice the Applicants have tendered the consent terms between the Applicants and the Respondent No.3, wherein the parties have agreed that the amount would be returned by the Applicants. The consent terms are dated 30 October 2018. Also separate consent affidavit filed by the Respondent No.3. The learned Counsel for the Applicants and the learned Counsel for the Respondent – Complainant states that the statement made by the Applicants and the Respondent No.3 in the consent terms are being reiterated. A statement is made before us in the Court as well.

4. We have perused the consent terms. It is about return of the amount. The learned Counsel for the Respondent No.3 states that as per the consent terms, the amounts have been received by the Respondent No.3. The learned Counsel points out that the offences alleged are compoundable with the permission of the Court. The offence alleged is out of a commercial transaction. The amounts have been repaid. The incident does not have any implications on the society at large and considering these facts that as per the settled law regarding the exercise of powers under Section 482 of the Code of Criminal Procedure to quash the FIR/proceedings in respect of cognizable offences, by consent of parties, a case is made out.

5. Accordingly, the Application is allowed in terms of prayer clause (c).

6. The Applicants shall pay an amount of Rs.25,000/- to the Maharashtra Police Welfare Fund (A/c. No. 914010029005759, IFC Code No. UTIB0000060) within a period of six weeks from today.

N.R. BORKAR, J.

NITIN JAMDAR, J.