

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CRIMINAL APPELLATE SIDE JURISDICTION

CRIMINAL APPLICATION NO. 329 OF 2023

1. K. Nageshwara Rao S/o. Appa Rao
Age-52 Yrs. Occ-Service R/o.
Plot No. 262, L.B. Nagar Shapurnagar,
Jeedimetla, Hyderabad-55, Telangana
2. M.D. Sultan Patel S/o Mohd. Ghouse Patel,
R/o 9-4-84/53/1, kalkatiya Nagar Nanal
Nagar, Cross Road, Mehdiapatnam,
Hyderabad-28 } Applicants/Accused.

Versus

1. The State Of Maharashtra
(Vide RCC No. 405050 of 2011.)
Sahkar Nagar Police Station,
Pune City. }
2. Aesseal India Pvt.ltd.
Mr Nayan Ramesh Patel,
Director Gat No. 85, Varve Post,
Pune-412205 }Respondents

Mr. Shirish Gupte, Sr. Advocate i/b. Mr. Manoj Khatri a/w. Mr. Arnab Ghosh, Mr. Christabelle M.K. for the Applicant.

Mr. Lalan Gupta a/w Mr. Gauhar Mirza i/b Shardul Amarchand
Mangaldas & Co. for the Respondent No. 2

CORAM : SUNIL B. SHUKRE AND
M.M. SATHAYE, JJ.

Date : 26th APRIL, 2023.

1. Rule. Rule made returnable forthwith. Learned APP waives service for Respondent No. 1/State. Learned Counsel for Respondent No.2/complainant waives service. Taken up for final hearing with consent of parties.

2. By this application filed under section 482 of the Criminal Procedure Code, the Applicants / co-accused are seeking to quash by consent, a crime registered under FIR No. 333 of 2011 registered with Sahakar-nagar Police Station, Pune for offences punishable under Sections 420,406,464,465,468,471 read with Section 34 of the Indian Penal Code and Sections 43(b),66,72,72-A of Information Technology Act, 2000.

3. Learned counsels for the Applicants and Respondent No. 2/ complainant jointly state that now the matter is amicably settled and Respondent No. 2 has filed consent affidavit. Learned APP for the State has not seriously opposed the settlement and quashing of crime in this application. Charge sheet is already filed in the matter.

4. It is the case that Applicants / accused had over a period of time taken large sums of money from Respondent No. 2 / Complainant under Asset Purchase Agreement and were working in Resp. No. 2 company under employment agreement. It is alleged that while working with Resp. No. 2, the Applicant No. 1 obtained confidential information, trade secrets, drawings, designs and other intellectual property of the Resp. No. 2 on his personal email and used it for personal gain unauthorizedly in collusion with other accused by using such data for manufacturing similar products. It is the case that Applicant No. 1 prepared forged bills and documents and misappropriated sums. It is also the case that in collusion with Applicant No. 2, accused persons have breached confidentiality.

5. Perused the affidavit now affirmed by Respondent No. 2 on

10th February 2023 alongwith its Board Resolution authorizing the deponent Mr. Nayan Ramesh Patel. It is stated therein that Applicants and Resp. No. 2 company has now amicably settled the matter and Settlement Agreement dt. 26th May, 2022 has been executed, copy of which is placed on record. Thereunder it is mutually decided to withdraw / seek disposal of respective legal proceedings pending against each other. It is stated that neither party has any grievance now. It is further stated that therefore Resp. No. 2 does not wish to continue with present criminal proceedings and gives consent / No Objection to quashing of impugned proceedings.

6. Both the Applicants & the aforesaid duly authorized person of Respondent No. 2 complainant-company are present personally today in the Court and are identified by their respective advocates. On inquiry, they stated that they have settled the matter voluntarily, without any pressure or coercion.

7. From the above facts and circumstances, it appears that the underlying dispute from which the alleged crime has arisen, is private and civil in nature arising out commercial transaction

involving monetary liabilities, which is already settled. As such, this Court is of the considered view that if the parties are settling amicably, no public policy will be offended if such settlement is allowed and the crime is quashed.

8. In the result, we pass following order:

i] Criminal Application is allowed, in the terms of prayer clause (a), which reads as under:

“a) In the light of the Settlement agreement dated 26th May, 2022 executed between the parties (Exhibit B) this Hon’ble Court be pleased to quash and set aside the entire proceedings bearing RCC No. 405050 of 2011 arising out of F.I.R. at C.R. No. 333 of 2011 pending before the Learned Judicial Magistrate First Class, Pune as against the Applicants.

ii] Subject to condition that Applicant Nos.1 and 2 and Respondent No.2 shall deposit an amount of Rs.50,000/- each in the account of Maharashtra State Legal Services Authority, Mumbai within a period of four weeks from today, failing which this order

shall stand cancelled automatically and this Application shall be placed before this Court for further direction.

iii] The Registrar (Judicial-II) to verify the compliance and close the matter, if the compliance is made.

iv] Rule is made absolute in above terms.

v] Parties to act on an authenticated copy of this order.

(M.M.SATHAYE, J.)

(SUNIL B. SHUKRE, J.)