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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
CRIMINAL APPLICATION NO. 551 OF 2023**

Mr. Mohan Nadar
Age – 52 years, S/o Sh. Gopal
C. Nadar, R/o. 180, Aram Nagar, I,
fisheries University Board,
Andheri (West), Mumbai – 400 061 ...Applicant

Versus

1) The State of Maharashtra
Through Public Prosecutor
PWD Building, High Court,
Mumbai.

2) Mr. Deepak Tijori,
Aged 59 Years, Occ. Business
R/o B- 706, Runwal Elegant
Shastri Nagar Road, Andheri (W)
Mumbai 400 053. Respondents

Mr. Rizwan Siddique along with Mr. Aaqib Kazi along with Mr.
Zawwar abdi i/b Siddique & Associates for the Applicant
Mr. K. V. Saste APP for the State
Mr. Yash Vyas for Respondent No. 2.

**CORAM : NITIN W. SAMBRE &
GAURI GODSE, JJ.
DATE : 30th JUNE 2023**

P.C. :

1. Heard the learned counsel for the parties.
2. Rule. By consent Rule is made returnable forthwith. The Application is taken up for final disposal.

3. Learned counsels waive service for the respective parties.

4. This petition is filed invoking the inherent powers of this court under Section 482 of the Code of Criminal Procedure, 1973, along with Article 226 of the Constitution of India, praying for quashing the F.I.R. No. 153/2023 registered against the Applicant with Amboli Police Station for the alleged offences punishable under sections 406 and 420 of the Indian Penal Code.

5. It is alleged in the complaint that the Applicant had not returned the money of Respondent No. 2 in spite of repeated demands. A perusal of the complaint shows that there was some transaction between the Applicant and Respondent No. 2 with respect to the production of a movie, and accordingly, agreements were entered into between them. The complaint further discloses that there were financial transactions between the parties, and certain amounts were paid by Respondent No. 2 to the Applicant. It is alleged by Respondent No. 2 that the money paid by him to the Applicant was not spent on the film production by the Applicant, and he further refused to return the amount to Respondent No. 2. In short, it is the case of Respondent No. 2 that the Applicant had refused to return the amount to him. Hence, Respondent No. 2 approached Respondent No. 1 and lodged an F.I.R.

6. Charge-sheet has not been filed in this case. The Applicant has filed this Application for quashing of the F.I.R. It is submitted by the parties that the Applicant and Respondent No. 2 have amicably settled their dispute, and the Applicant has agreed and confirmed to clear the pending amount of Rs. 60 Lakhs within a period of 4 months from the date of signing of consent terms dated 29th June 2023.

7. The consent terms dated 29th June 2023, signed by the Applicant and Respondent No. 2 are tendered in the Court. The said consent terms provide for a schedule of payment agreed to be made by the Applicant to Respondent No. 2. The consent terms further records the assurance and undertaking of the Applicant that the post-dated cheques handed over by him to Respondent No. 2 will be honoured.

8. The parties have also tendered an affidavit duly sworn by Respondent No. 2, thereby confirming that the dispute between the Applicant and Respondent No. 2 is amicably settled, and he has signed the consent terms out of his free will, thereby consenting to quash F.I.R. No. 153 of 2023 registered against the Applicant. The said affidavit further states that Respondent No. 2 has filed the said affidavit as the Applicant has agreed to clear all the pending dues as stated in the consent terms.

9. The affidavit dated 30th June 2023 duly sworn by

Respondent No. 2 and consent terms dated 29th June 2023 duly signed by Applicant and Respondent No. 2 are taken on record and marked as 'X' and 'X1' respectively, with today's date for identification purpose. The photocopy of the Aadhar card of the Applicant as well as Respondent No. 2, duly attested by them is taken on record. The Applicant and Respondent No. 2 are present in the Court, and they are identified by their respective Advocates. The Applicant and Respondent No. 2 admit the contents of the consent terms. Respondent No. 2 admits the contents of his affidavit and states that in view of the amicable settlement, he has no objection to quashing F.I.R. No. 153/2023. Learned APP has also verified the original Aadhar card of the parties.

10. Considering the nature of the allegations, the nature of the dispute between the parties, the amicable settlement between the parties, the no objection of Respondent no. 2 and the settled principles of law laid down by the Hon'ble Supreme Court in the case of **Gian Singh Vs. State of Punjab and another**¹ and **Narinder Singh and others Vs. State of Punjab and another**², we do not see any impediment in allowing the present Application.

11. The Application is accordingly allowed, and the F.I.R. No. 153/2023 registered against the Applicant with Amboli Police Station for the alleged offences punishable under sections

1 (2012) 10 SCC 303

2 (2014) 6 SCC 466

406 and 420 of the Indian Penal Code is quashed and set aside.

12. Rule is made absolute in the aforesaid terms, and the Application is accordingly disposed of.

13. In view of the law laid down by the Hon'ble Supreme Court in the aforesaid decisions and considering the facts of the case, the Applicant and Respondent No. 2 shall deposit cost of Rs. 25,000/- each with the Mumbai Police Welfare Fund bearing Account No. 465010100008693, IFSC No. UTIB0000465 within a period of three weeks from today.

14. Stand over to 28th July 2023 for recording compliance.

15. All the parties to act upon the authenticated copy of this order.

GAURI GODSE, J.

NITIN W. SAMBRE, J.