

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

CR. WRIT PETITION NO. 1955 OF 2019

Vijay Nandu Wankhede & Anr.Petitioners
V/S
The State Of Maharashtra & Anr.Respondents

Mr. Lakshyaved R. Odhekar a/w. Adv. Syed Nabeel Ali for
Petitioners.
Mr. K. V. Saste, APP for the Respondent/State.
Mr. Mahendra Agavekar a/w. Adv. Shraddha Chavan for the
Respondent No. 2

**CORAM : NITIN W. SAMBRE &
R. N. LADDHA, JJ**

DATED : 17th AUGUST, 2023

P.C.:

1. The Respondent No. 2/Complainant agreed to transfer the property mentioned in the Agreement of Sale dated 21/10/2011 which was subsequently cancelled on 16/02/2019.
2. Before the aforesaid cancellation, the Respondent No. 2/Complainant alleged in the complaint dated 29/04/2014 that the Petitioners by misusing the Agreement of Sale have forged the signature and tried to misuse the same not only for the purpose of drawing the documents from the public office but also has entered into the Agreement of Sale of the plots drawn out of the aforesaid piece of land.

3. The Petitioners in the aforesaid background claimed to have executed the cancellation deed *qua* parties who are named in the FIR to whom the Petitioners have agreed to sale the piece of plots from the land which was agreed to be purchased from the Respondent No. 2/Complainant. The copies of such notarized cancellation deed are placed on record.

4. In the aforesaid background, having regard to the registered cancellation deed dated 16/02/2019 executed by the Petitioners in favour of the Respondent No.2/Complainant, the Respondent No. 2/Complainant has placed on record the affidavit thereby extending the consent for quashing.

5. The Respondent No. 2/Complainant has specifically stated that the cancellation deed dated 11/03/2019, so also the cancellation of agreement of sale in favour of nine persons who are named in the FIR has resulted into removal of misunderstanding between the Petitioners and Respondent No. 2/ Complainant *qua* the property being vested in the 3rd party without there being passing of appropriate consideration as was agreed.

6. As such, the Respondent No. 2/Complainant has extended consent for quashing.

7. The Respondent No. 2/Complainant is present in the Court and has admitted to the contents of the consent affidavit who is identified not only by his lawyer but also by learned APP upon verification of his identity from his Aadhaar Card.

8. As the Respondent No. 2-Bhalchandra Vasant Jadhav who is present in the Court has admitted to the contents of the consent affidavit thereby extending consent for quashing of the prosecution. In view of above, no purpose will be served by keeping the present proceedings pending as the necessary object of initiation of prosecution cannot be achieved.

9. Having regard to the law laid down by the Apex Court in the matters of **Gian Singh vs. State of Punjab and Another** reported in **(2012) 10 SCC 303** and **Narinder Singh & Ors. Vs State of Punjab & Anr.** reported in **(2014) 6 SCC 129**, we deem it appropriate to allow the present Petition in terms of Clauses (a) and (a-1) subject to payment of cost of Rs.25,000/- to be paid to Pasaydan Balvikas Foundation (Central Bank of India, Account No. 3775403155, IFSC Code: CBIN0285070) by the each of the Petitioners and Respondent No. 2/Complainant within a period of four weeks from today.

10. The Petitioners and the Respondent No. 2 shall produce the

copy of the receipt of payment of aforesaid cost in the Registry within a period of four weeks from today, failing which the order of quashing the proceedings shall stand revived.

(R. N. LADDHA, J)

(NITIN W. SAMBRE, J.)