

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

***CRIMINAL WRIT PETITION NO.2929 OF 2016
WITH
CRIMINAL INTERIM APPLICATION NO.3362 OF 2021
IN
CRIMINAL WRIT PETITION NO.2929 OF 2016***

- | | | |
|----|--------------------------|---------------------------|
| 1. | Amar Banerjee | |
| 2. | Ajay Bishnoi | |
| 3. | Sudhir Shirgurkar | |
| 4. | V. M. Kadakia | ...Petitioners/Applicants |
| | Versus | |
| 1. | The State of Maharashtra | |
| 2. | Deepak Kirtilal Shah | ...Respondents |

Mr. Shakeeb Shaikh a/w Mr. Mangesh Nalawade i/b Upshot Legal, for the Petitioners/Applicants.

Mr. J. P. Yagnik, A.P.P for the Respondent No.1– State.

Mr. Deepak Kirtilal Shah, Respondent No.2 present in-person.

***CORAM : REVATI MOHITE DERE &
PRITHVIRAJ K. CHAVAN, JJ.***

DATE : 9th JANUARY 2023

P.C. :

1. Heard learned counsel for the parties.
2. Rule. Rule is made returnable forthwith, with the consent

of the parties and is taken up for final disposal. Learned A.P.P waives notice on behalf of the respondent No.1–State. Respondent No.2, who is present in-person waives notice.

3. Learned counsel for the petitioners states that although the aforesaid petition was filed seeking quashing of the FIR on merits, however, subsequently, the parties amicably settled their dispute, pursuant to which, the aforesaid Interim Application has been filed in the aforesaid writ petition.

4. The petitioners seek quashing of the FIR bearing C.R. No. 120 of 2016, registered with the MIDC Bhosari Police Station, Pune, at the behest of the respondent No.2, for the alleged offences punishable under Sections 406 and 420 of the Indian Penal Code. Quashing is sought on the premise, that the parties have amicably settled their dispute.

5. Perused the papers i.e. the writ petition as well as the interim application. As noted above, the writ petition was filed seeking quashing of the FIR on merits, however, subsequently as the parties amicably settled their dispute, the aforesaid interim application was filed. In the said interim application, the applicants have annexed the Memorandum of Understanding ('MOU') entered into by and between the parties dated 5th April 2021. It appears that the petitioners are the Directors of a Company i.e. Tecpro Systems Limited (Ash Tech Division). It appears that the respondent No.2 had supplied certain materials to the petitioners and that the petitioners had failed to make payments towards the said supply i.e. about Rs.84 lakhs odd. Pursuant to which, the aforesaid FIR came to be registered at the behest of the respondent No.2. After investigation, charge-sheet was filed in the said case and the case is presently pending before the learned Judicial Magistrate First Class, Pimpri Court, Pune, bearing RCC No. 367 of 2017.

6. During the pendency of the said proceeding, the parties amicably settled their dispute and entered into an MOU. The said MOU is filed in the aforesaid interim application. It appears that the parties have settled their dispute for a sum of Rs.75 lakhs. We are informed that the petitioners have paid the entire amount of Rs.75 lakhs, by way of one time settlement to the respondent No.2.

7. Respondent No. 2, who is present in person states that he has filed his affidavit dated 13th October 2022 in the interim application. In the said affidavit, the respondent No.2 has given his no objection to the quashing of the aforesaid FIR as he has received the amount of Rs.75 lakhs, from the petitioners. Today, the respondent No. 2 has tendered an additional affidavit dated 9th January 2023, duly affirmed before the Notary. To the said affidavit is annexed the authorisation given by Rajdeep Industrial Products Pvt. Ltd., to the respondent No.2 to withdraw the aforesaid petition/interim application, filed at the behest of the Company. The said affidavit is taken on record. In the said

affidavit, the respondent No. 2 as the Director of Rajdeep Industrial Products Pvt. Ltd., has given his no objection to the quashing of the entire C.R. i.e. as against Amar Banerjee; Ajay Bishnoi; Sudhir Shirgurkar and V. M. Kadakia. Respondent No.2 is present in Court. On being questioned, he re-iterates what is stated by him in both the affidavits.

8. Considering the nature of dispute, the amicable settlement between the parties, the MOU entered into between them, the affidavits filed by the respondent No.2, and having regard to the judicial pronouncements of the Apex Court in *Gian Singh vs. State of Punjab and Another*¹ and *Narinder Singh and Others vs. State of Punjab and Another*², there is no impediment in allowing the petition.

9. The petition as well as interim application are accordingly allowed and the FIR bearing C.R. No. 120 of 2016, registered with the MIDC Bhosari Police Station, Pune, and consequently, the

1 (2012) 10 SCC 303

2 (2014) 6 SCC 466

proceeding pending before the learned Judicial Magistrate First Class, Pimpri Court, Pune, bearing RCC No. 367 of 2017, are quashed and set-aside.

10. The petitioners to deposit a sum of Rs.50,000/-, with the **Janaseva Foundation bearing Account No. 20076764639 (SB Account)**, IFSC No. MAHB0000102, as costs, within three weeks from today.

11. Rule is made absolute in the aforesaid terms. Petition as well as Interim Application are disposed of accordingly.

12. Stand over to **20th February 2023**, for recording compliance of the said deposit of costs.

All concerned to act on the authenticated copy of this order.

PRITHVIRAJ K. CHAVAN, J.

REVATI MOHITE DERE, J.