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Bholaram Manjiram Agrawal & Ors ...Petitioners
V/s.
The State of Maharashtra & Ors. ...Respondents

**CORAM : A.S. GADKARI &
SHARMILA U. DESHMUKH, JJ.**

P. C. :

- 1) Leave to amend to incorporate challenge to C.C.No. 236/PW/2022 pending on the file of Additional Chief Metropolitan Magistrate, 47th Court, Esplanade, Mumbai, granted. Amendment be carried out forthwith.
- 2) Petitioners, accused in C.C.No. 236/PW/2022 pending on the file of Additional Chief Metropolitan Magistrate, 47th Court, Esplanade, Mumbai arising out of C.R.No. 274 of 2020 registered with Dadar Police Station, Mumbai and subsequently investigated by the EOW, Mumbai having renumbered C.R.No.28 of 2022, have invoked jurisdiction of this

Court under Article 226 of the Constitution of India and under section 482 of the Code of Criminal Procedure for quashing of the said crime with the consent of Respondent No.3, the informant.

3) Mr. Upadhya, learned counsel for the Petitioners submitted that, the parties herein have settled their disputes and differences amicably and executed Memorandum of Understanding dated 8th December 2021. That, in furtherance of the said MoU, present petition is filed for quashing of the said crime.

4) Learned Advocate for Respondent No.3 submitted that, Respondent No.3 has filed Affidavit dated 12th September 2023 duly affirmed before a Notary Public. The said Affidavit is affirmed by Parmeshwar N. Bansode, the authorised representative of Respondent No.3 – Company. That, Respondent No.3 has admitted of execution of MoU dated 8th December 2021 and the amicable settlement between the parties herein. In Paragraph No.3 thereof, Respondent No.3 has given its no objection for quashing of the present crime.

4.1) Mr. Parmeshwar Namdev Bansode is personally present in the Court and on instructions from the Board of Directors of Respondent No. 3-Company reiterates the contents of his Affidavit dated 12th September 2023 and the ‘no objection’ of Respondent No.3 for quashing

of the crime in question.

5) In view thereof, we are inclined to quash the said case, i.e., C.C.No.236/PW/2022 pending on the file of Additional Chief Metropolitan Magistrate, 47th Court, Esplanade, Mumbai.

6) As we expressed our opinion for quashing of the said case, i.e., C.C.No.236/PW/2022 pending on the file of Additional Chief Metropolitan Magistrate, 47th Court, Esplanade, Mumbai, learned Advocate for the Petitioners on instructions submitted that, the Petitioners will pay a cost of Rs.1,00,000/- each, totaling to Rs.3,00,000/-, to the Central Police Welfare Fund within a period of two weeks from the date of uploading of the present Order on the Official Website of High Court. The said statement is accepted as an undertaking given to this Court.

6.1) Learned Advocate for Respondent No.3 on instruction submitted that, in view of the settlement between the parties and the fact that the Respondent No. 3 has received his money back, the Respondent No.3 will also pay a cost of Rs.3,00,000/- to the Central Police Welfare Fund within a period of two weeks from the date of uploading of the present Order on the Official Website of High Court. The said statement is accepted as an undertaking given to this Court.

7) We direct the Petitioners to pay a cost of Rs.1,00,000/- each, totaling to Rs.3,00,000/-, and Respondent No. 3 to pay a cost of Rs.3,00,000/- to the Central Police Welfare Fund within a period of two weeks from the date of uploading of present Order on the official website of Bombay High Court.

7.1) Details of the bank account for payment of cost are as under:-

Bank Name :- Axis Bank Limited.

Branch Name :- Worli, Mumbai (M.H.), Mumbai-400 025

Account Name :- Central Police Welfare Fund

Account Number :- 914010029005759

IFSC Code :- UTIB0000060

8) Petitioners and Respondent No. 3 to deposit the said cost of Rs.3,00,000/- as directed above within stipulated period as noted above and submit receipts of the same in the Registry of this Court.

9) In view of above and subject to payment of cost, petition is allowed in terms of prayer clause (a) and amended prayer clause (ai).

10) It is made clear that, if the cost is not paid within the stipulated period as mentioned above by either of the parties, the petition shall stand revived automatically and in that event, the trial Court shall proceed with the said case expeditiously.

- 11) List the petition on board on 1st November 2023, under the caption 'for reporting compliance' of present Order.

(SHARMILA U. DESHMUKH, J.)

(A.S. GADKARI, J.)