

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

CRIMINAL WRIT PETITION NO.6223 OF 2019

- | | | |
|----|--------------------------|----------------|
| 1. | Mohammed Iqbal | |
| 2. | Mohammed Sadiq | ...Petitioners |
| | Versus | |
| 1. | The State of Maharashtra | |
| 2. | Omkar Namdeo Nalawade | ...Respondents |

***WITH
CRIMINAL INTERIM APPLICATION NO.2827 OF 2021
IN
CRIMINAL WRIT PETITION NO.6223 OF 2019***

- | | |
|-------------------------|----------------|
| Onkar Namdeo Nalawade | ...Applicant |
| Versus | |
| Mohammed Iqbal and Ors. | ...Respondents |

Mr. Rahul S. Kate, for the Petitioners.

Mr. Y. M. Nakhwa, A.P.P for the Respondent – State.

Ms. Reema Maurya i/b Mr. N. A. Sonawane, for the Respondent No.2.

API – Kuldeep D. Sankpal, Baramati City Police Station, Pune Rural,
is present.

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

DATE : 23rd 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. Ms. Maurya waives notice on behalf of the respondent No.2.
3. By this petition, preferred under Article 226 of the Constitution of India and under Section 482 of the Criminal Procedure Code, the petitioners seek quashing of the FIR bearing C.R. No. 782 of 2019, registered with the Baramati City Police Station, Pune Rural, for the alleged offence punishable under Section 420 of the Indian Penal Code. Quashing is sought on the premise that the parties have amicably settled their dispute.
4. Perused the papers. It appears that the petitioners were in the business of Bioproducts and that the complainant had applied for

a dealership for the said products. It appears that an agreement was entered into between the parties and that the complainant cancelled the said agreement and sought return of his money of Rs.4,91,000/- odd. Since the petitioners failed to refund the said amount, the aforesaid C.R was registered by the respondent No.2, as against the petitioners, alleging the aforesaid offences. Admittedly, no charge-sheet has been filed in the said case, till date.

5. In the interregnum, during the pendency of the investigation of the aforesaid case, the parties amicably settled their dispute and entered into consent terms.

6. Learned Counsel for the petitioners has tendered the Consent Terms entered into between the petitioners and the respondent No.2. The said Consent Terms dated 7th December 2022 are taken on record and marked 'X' for identification, From the said Consent Term, it appears that the petitioners have agreed to pay a sum of Rs.5,70,000/- to the respondent No.2. Out of the said amount of

Rs.5,70,000/-, Rs.5 lakhs have already been deposited by the petitioners in the registry of this Court and the balance Rs.70,000/- has already been paid by the petitioners to the respondent No.2. The said amount is paid by way of full and final settlement.

7. Learned Counsel for the respondent No. 2 has tendered an affidavit of the respondent No.2 dated 13th December 2022, duly affirmed before the Assistant Registrar, High Court, Appellate Side. The said affidavit is taken on record. In the said affidavit, the respondent No.2 has stated that the matter has been amicably settled between the parties and that he has received an amount of Rs.70,000/- from the petitioners. As far as balance amount of Rs.5 lakhs is concerned, he states that he may be permitted to withdraw the said amount deposited by the petitioners in the registry of this Court. He has further given his no objection for quashing of the FIR. Respondent No. 2 is present in Court. On being questioned, he reiterates what is stated by him in his affidavit. Learned counsel for the respondent No. 2 has tendered a self attested photocopy of the aadhar

card of the respondent No. 2. The same is taken on record. Learned Counsel for the respondent No.2 has identified the respondent No.2 and the learned APP has also verified the original aadhar card of the respondent No.2.

8. Learned counsel for the petitioners states that the petitioners have no objection, if the respondent No.2 withdraws the amount of Rs.5 lakhs deposited by the petitioners in the registry of this Court, alongwith accrued interest, if any. Statement accepted.

9. Considering the nature of dispute; the amicable settlement between the parties, the Consent Terms entered into between them, the affidavit of the respondent No.2 and having regard to the judicial pronouncements of the Apex Court in *Gian Singh vs. State of Punjab & Anr.*¹ and *Narinder Singh & Ors. vs. State of Punjab & Anr.*², there is no impediment in allowing the petition.

1 (2012) 10 SCC 303

2 (2014) 6 SCC 466

10. The petition is accordingly allowed and the FIR bearing C.R. No. 782 of 2019, registered with the Baramati City Police Station, Pune Rural, is quashed and set-aside.

11. We permit the respondent No.2 to withdraw the amount of Rs.5 lakhs deposited by the petitioners in the registry of this Court along accrued interest, if any, on furnishing document relating to proof of his identity.

12. Since the FIR has been quashed, the police to forthwith defreeze the accounts of the petitioners.

13. Rule is made absolute in the aforesaid terms. Petition is disposed of accordingly.

14. In view of the aforesaid, the Interim Application being Interim Application No.2827 of 2021, does not survive and the same is also disposed of.

15. Learned Counsel for the respondent No.2 to file Vakalatnama, if not filed, on behalf of the said respondent, in the registry, within two weeks of uploading of this order.

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

PRITHVIRAJ K. CHAVAN, J.

REVATI MOHITE DERE, J.