

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

CRIMINAL APPLICATION NO. 942 OF 2021

1. Sanket Laxminarayan Charkha
2. Minakshi Laxminarayan Charkha
3. Laxminarayan Shivnarayan Charkha ... Applicants

Versus

1. The State of Maharashtra
2. Pooja Sanket Charkha ... Respondents

Ms.Bhakti Deshpande a/w Ms. Shraddha Sawant i/b Mr. Hrishikesh Mundargi, for the Applicants.

Mr. K. V. Saste, APP for the Respondent No.1– State.

Mr. Suresh Jamble i/b Ms. Trupti Shetty, for the Respondent No.2.

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

DATE : 20th JANUARY, 2023.

P. C. :

Heard learned Counsel for the parties.

2 Rule. Rule is made returnable forthwith with the consent of the parties and the Application is taken up for final disposal. Learned A.P.P waives notice on behalf of the respondent No.1–State and learned Counsel Mr. Suresh Jamble waives notice on behalf of the respondent No.2.

3 By this Application, preferred under Section 482 of the Code of Criminal Procedure, 1973, the applicants seek quashing and setting aside of the FIR, bearing C.R.No. I-141 of 2016, registered with the Bhiwandi City Police Station, Thane, for the alleged offences punishable under Sections 498A, 323, 406, 504, 506 r/w 34 of the Indian Penal Code and consequently, the proceeding pending before the learned Judicial Magistrate First Class, Bhiwandi, Thane, being RCC No. 1575 of 2016. Quashing is sought on the premise, that the parties have amicably settled their dispute.

4 Perused the papers. The applicant No.1 is the husband of the respondent No.2 and the applicant Nos. 2 and 3 are the mother-in-law and father-in-law, respectively, of the respondent No.2.

5 It appears that the applicant No.1 got married to the respondent No.2 on 23/04/2016. As according to the respondent No.2, she was allegedly ill-treated and harassed by the applicants, she left the matrimonial house on 21/05/2016. Pursuant thereto, the respondent No.2 lodged the aforesaid proceedings. There are several other cases that were instituted by and between the parties as

against each other i.e. around eight cases.

6 We had kept the matter in the Chambers to explore the possibilities of an amicable settlement. Pursuant thereto, after counselling, the parties amicably settled their dispute on certain terms and conditions. Accordingly, learned Counsel for the applicants and respondent No.2 have tendered the Consent Terms entered into by and between the parties. The said Consent Terms are dated 20th January, 2023 duly signed by the applicant No.1 and the respondent No.2. In the said Consent Terms, it is agreed that the applicant No.1 shall give a sum of Rs.8,00,000/- by way of full and final settlement to the respondent No.2. It appears that an amount of Rs.1,67,700/- has been deposited by the applicant No.1 before the learned Judicial Magistrate First Class, Bhiwandi, Thane, towards maintenance. The said amount is also to be included in the 8 lakhs. Today, learned Counsel for the applicants has tendered a demand draft of Rs.3,00,000/- drawn in favour of the respondent No.2 and has handed over a cheque dated 21/02/2023, for a sum of Rs.3,32,300/-.

7 It is not in dispute that the applicant No.1 has handed over all the documents to the respondent No.2 on the last date. It is further stated in the Consent Terms that the applicant No.1 will hand over all the belongings of the respondent No.2 to her on 21/01/2023 i.e. her clothes, bags, footwear etc. lying in the applicants' house. Respondent No.2 has undertaken that she would accept her belongings and issue acknowledgment receipt on the very same day. Both parties have agreed to withdraw all the allegations and all the cases filed as against each other, the details of which are set out in para 7 of the Consent Terms. It is also agreed by and between the parties that the applicant No.1 and respondent No.2 will convert the Marriage Petition bearing No. Petition A-298 of 2018 pending before the Civil Judge, Senior Division, Thane, to a Petition under Section 13-B of the Hindu Marriage Act and will seek divorce by mutual consent. The said Consent Terms alongwith the demand draft / cheque annexed to the said Consent Terms is taken on record. The respondent No.2 has also issued an acknowledgment receipt that she has received a demand draft of Rs.3,00,000/- and a cheque dated 21/02/2023 for a sum of Rs.3,32,300/- today from the applicant No.1. The said acknowledgment receipt tendered by the

respondent No.2 is taken on record.

8 In addition, learned Counsel for the respondent No.2 has tendered an affidavit of the respondent No.2 dated 20th January, 2023. To the said affidavit is annexed a photocopy of the Adhar Card of the respondent No.2 duly attested by her. In the said affidavit, the respondent No.2 has stated that she has amicably settled the dispute between her and the applicant No.1, and that she has no objection for quashing of the FIR, subject to the cheque dated 21/02/2023 being cleared.

9 The respondent No.2 is present in person before the Court. On being questioned, she re-iterates what is stated by her in the Consent Terms as well as in her affidavit. She has been identified by her Counsel and the learned APP has verified the original Adhar Card of the respondent No.2.

10 Considering the nature of dispute, the relation 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 the case **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 Application.

11 Accordingly, the Application is allowed and the FIR bearing C.R.No. I-141 of 2016, registered with the Bhiwandi City Police Station, Thane, as against the applicants and consequently, the proceeding pending before the learned Judicial Magistrate First Class, Bhiwandi, Thane, being RCC No. 1575 of 2016 are quashed and set aside, subject to the cheque handed over by the applicant No.1 to the respondent No.2 today, dated 21/02/2023, for a sum of Rs.3,32,300/- is honoured.

12 At this stage, we are informed by the learned Counsel for the parties that out of Rs. 1,67,700/- deposited by the applicant No.1 in Court of learned Judicial Magistrate First Class, Bhiwandi, Thane, the respondent No.2 has withdrawn a sum of Rs.80,000/- till date. Accordingly, we permit the respondent No.2 to withdraw the balance amount alongwith accrued interest, if any, from the Court of

¹ (2012) 10 SCC 303

² (2012) 10 SCC 303

learned Judicial Magistrate First Class, Bhiwandi at Thane.

13 Parties to withdraw all proceedings forthwith as mentioned in para 7 of the Consent Terms, lodged as against each other. Parties to abide by the undertaking given by them in the Consent Terms.

14 Rule is made absolute in the aforesaid terms. Application is disposed of accordingly.

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

PRITHVIRAJ K. CHAVAN, J.

REVATI MOHITE DERE, J.

**REKHA
PRAKASH
PATIL**

Digitally signed
by REKHA
PRAKASH PATIL
Date: 2023.01.20
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