



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

CRIMINAL APPLICATION NO. 1096 OF 2023

1. Sachin Rajendra Velangi
2. Sujata Rajendra Velangi
3. Aniket Rajendra Velangi

.... Applicants

v/s.

Aparna Sachin Velangi
Nee Aparna Naresh Shanbhag and anr.

.... Respondents

Mr. Vivek Busa for the Applicants.
Ms. M.M. Deshmukh, APP for the State.
Mr. Niraj K. Tripathi for Respondent No.1.
Mr. Suryakant Kamble, PSI, Dahisar Police Station, present.

**CORAM: SMT. ANUJA PRABHUDESSAI AND
N.R. BORKAR, JJ.**

DATED : 13th SEPTEMBER, 2023.

P. C. :-

1. This is an Application under section 482 of Cr.PC. to quash FIR No.1285/2022 registered at Dahisar Police Station, Mumbai for offences punishable under sections 323, 406, 498-A, 504 of the Indian Penal Code.

2. The aforesaid crime was registered pursuant to the FIR lodged by the Respondent No.1. The marriage of the Applicant No.1 and the Respondent No.1 was solemnized on 10/12/2017. The Respondent

No.1 lodged the FIR on 11/07/2022 alleging that her husband and his family members are subjecting her to physical and mental cruelty for not meeting the unlawful demand of dowry. Pursuant to the FIR lodged by Respondent No.1, the aforesaid crime came to be registered.

3. The Applicant No.1 had also filed a divorce petition no.A/2616/2022 before the Family Court, Bandra. The Respondent No.1 and the Applicant No.1 entered into amicable settlement before the Family Court and filed consent terms copy of which is annexed at Exhibit – B, read thus :-

1. Both the parties are ready and willing to convert the present petition into mutual consent divorce.

2. Both the parties got married on 10th December 2017 and staying separately in the past 5 years i.e., since 10th April, 2018.

3. There is no child born out of the said wedlock.

4. The petitioner has agreed to pay one time settlement amount of Rs.11,50,000/- (Rupees Eleven Lakh Fifty Thousand Only) towards one time settlement amount to the Respondent.

5. *The petitioner has agreed to give PDC to the respondent at the time of signing of consent terms amounting to the tune of Rs.11,50,000/- (Rupees Eleven Lakh Fifty Thousand Only) towards permanent alimony and maintenance to the Respondent. Further it is agreed by both the parties that the respondent will keep the said PDC as a security only and would return the same on the final date i.e. Pronouncement of Divorce Decree, and simultaneously the petitioner will transfer the said amount by ways of Demand Draft/NEFT/RTGS/CASH towards decided one time settlement amount to the Respondent, totaling to an amounting of Rs.11,50,000/- (Rupees Eleven Lakh Fifty Thousand Only).*

6. *It is agreed by and between the parties that, the Petitioner and the Co-Accused vide C.R.No.1285 of 2022, shall prefer the application U/sec. 482 of Cr.PC. for quashing of FIR bearing C.R.No.1285 of 2022. Lodged with Dahisar Police Station for offence U/s. 498A, 406, 323, 504 of IPC, wherein Respondent herein shall file her Affidavit in Support of the same and shall appear in-person physically before the Hon'ble High Court as and when required, wherein the Respondent shall handover her affidavit in support of the Application within the span of 7 days from filing the same. In furtherance to this the petitioner will cooperate the respondent with the proceedings for return of the property from the Dahisar Police Station.*

7. *It is agreed by and between the parties that, the Petitioner shall bear the entire expenses towards the Application U/sec. 482 of Cr.PC. to be filed before the Hon'ble*

High Court at Bombay for quashing of C.R.No.1285 of 2022, lodge with Dahisar Police Station.

8. It is agreed by and between the parties, that both the parties shall withdraw any litigation/Cases/Complaints pending before Judicial/ Quasi-Judicial/Police Authorities, within and beyond knowledge of either of the parties, within span of 15 Days from the date of filing of the present consent terms.

9. After obtaining the Divorce Decree & Judgment, both the parties are not entitled to make any claims in respect of any properties, securities, valuable items, jewelry, money, except for the terms laid herein.

10. Both the parties have withdrawn all allegations and counter allegations made earlier against each other unconditionally, including their respective family members or relatives and they will not claim any inheritance rights against each other for present, past and future.

11. Both the parties have agreed that there is no claim of whatsoever nature against each other, except for the terms mentioned in the consent terms affixed herewith.

12. Both the parties herewith declare that they have no claims or any matrimonial rights or claim against each other and they have waived the same against each other, except for the terms mentioned in the consent terms herewith. ”

4. The Respondent No.1 is present before the Court. She confirms the contents of the consent terms. She does not wish to pursue the criminal proceedings and has no objection to quash the FIR No.1285/2022 lodged against her and her family members i.e., the Applicants herein.

5. In *Jitendra Raghuvanshi and ors. v/s. Babita Raghuvanshi and anr. (2013) 4 SCC 58*, the Apex Court has observed that it is the duty of the Courts to encourage genuine settlements of matrimonial dispute. It is held that every effort should be made in the interest of the individuals in order to enable them to settle down in life and live peacefully. If the parties ponder over their defaults and terminate their disputes amicably by mutual agreement instead of fighting it out in a court of law, in order to do complete justice in the matrimonial matters, the Courts should be less hesitant in exercising its extraordinary jurisdiction.

6. In *Rangappa Javoor v/s. State of Karnataka AIR ONLINE 2023 SC 506*, the Apex Court has reiterated that in cases of offences relating to matrimonial disputes, if the Court is satisfied that the parties have genuinely settled the disputes amicably, then for the purpose of

securing the ends of justice, criminal proceedings inter-se parties can be quashed by exercising the powers under Article 142 of the Constitution of India or even under section 482 of Code of Criminal Procedure.

7. In the instant case, the parties have decided to put an end to the matrimonial discord and have accordingly entered into consent terms, which in our considered view, are voluntary and genuine. In such circumstances, it will be futile rather absurd to compel them to continue with the acrimony and engage in prolonged litigation.

8. In view of the above facts and circumstances and in the light of the dictum of the Apex Court, this is a fit case to exercise discretion under section 482 of Cr.P.C. and to quash the FIR. Hence, the Application is allowed. FIR No.1285/2022 registered with Dahisar Police Station, Mumbai for the offences punishable under sections 323, 406, 498-A, 504 of the Indian Penal Code, is hereby quashed.

9. Application stands disposed of.

(N.R. BORKAR, J.)

(SMT. ANUJA PRABHUDESSAI, J.)