

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**CRIMINAL APPELLATE JURISDICTION****CRIMINAL WRIT PETITION NO. 4578 OF 2021**

Vishwajeet Subhash Jhavar

.....Petitioner

Vs.

The State Of Maharashtra & Anr.

.....Respondents

WITH**CRIMINAL WRIT PETITION NO. 4586 OF 2021**

Pradeep Krishna Tiwari

.....Petitioner

Vs.

The State Of Maharashtra & Anr.

.....Respondents

WITH**CRIMINAL WRIT PETITION NO. 4601 OF 2021**

Mahesh Bansilal Laddha

.....Petitioner

Vs.

The State Of Maharashtra & Anr.

.....Respondents

Mr. Amit Ashok Gharte for the Petitioner/s.

Mr. H. J. Dedhia APP, for the Respondent-State.

Mr. Ranjit Agashe i/by Adv. Namrata A. Agashe for the Respondent No.2.

Mr. Rajesh D. Pisal, Authorized Representative of Respondent No.2's Company present.

**CORAM : A. S. GADKARI AND
SHYAM C. CHANDAK, JJ.****DATE : 6th NOVEMBER, 2023.****P.C.:-**

1) Leave to amend to incorporate challenge to C.C. No.902188/PW/2022 pending on the file of Additional Chief Metropolitan Magistrate, 9th Court, Bandra, Mumbai in the pleadings and prayer clauses,

granted. Amendment be carried out forthwith and in any event during the course of the day.

2) Petitioners, accused in C.C. No.902188/PW/2022 pending on the file of Additional Chief Metropolitan Magistrate, 9th Court, Bandra, Mumbai arising out of C.R. No.364 of 2019 dated 23rd October, 2019 registered with Mahim Police Station, Mumbai, under Sections 420, 409 and 406 r/w Section 34 of the Indian Penal Code, under Sections 3 and 4 of MPID Act and under Sections 3 and 11 of MOFA, has/have filed these Petitions under Article 226 of the Constitution of India read with Section 482 of the Code of Criminal Procedure, for quashing of the said case with the consent of Respondent No.2, the Complainant.

3) Learned Advocate appearing for the Petitioners on instructions submitted that, at the time of submitting charge-sheet, the police have dropped Sections 3 and 4 of MPID Act from the case and the charge-sheet is filed by applying the provisions of I.P.C. and MOFA Act only.

4) Learned Advocate for the Petitioners submitted that, the Petitioners and Respondent No.2 have resolved their disputes and differences and have executed Memorandum of Understanding dated 17th November, 2021. That, in pursuance of the said Memorandum of Understanding, the Petitioners have paid a sum of Rs.5 crores and 25 lacs to the Respondent No.2.

4.1) In view of the full and final settlement and in pursuance of Memorandum of Understanding he prayed that, the said case may be quashed by allowing these Petitions.

4.2) Learned Advocate for the Respondent No.2 tendered across the bar three Affidavits dated 11th October, 2022, duly affirmed before a Notary Public in the aforementioned Petitions respectively. In the said Affidavits, the Respondent No.2 has admitted, execution of Memorandum of Understanding and receipt of amount of Rs.5 crores and 25 lacs from the Petitioners. In paragraph No.5 thereof, the Respondent No.2 has given his no objection for quashing of the present crime.

4.3) Mr. Rajesh D. Pisal, Authorized Representative of the Respondent No.2's Company namely Chemron Texchem Pvt. Ltd. is present in the Court. He on instructions from Mr. Mahendra Khatau reiterates the contents of the Affidavits dated 11th October, 2022 and 'no objection' for quashing of the present case.

5) In view of the above, we are inclined to quash C.C. No.902188/PW/2022 pending on the file of Additional Chief Metropolitan Magistrate, 9th Court, Bandra, Mumbai arising out of C.R. No.364 of 2019 dated 23rd October, 2019 registered with Mahim Police Station, Mumbai.

5.1) As we expressed our opinion for quashing of said C.C. No.902188/PW/2022 pending on the file of Additional Chief Metropolitan Magistrate, 9th Court, Bandra, Mumbai arising out of C.R. No.364 of 2019

dated 23rd October, 2019 registered with Mahim Police Station, Mumbai, learned Advocate for the Petitioners on instructions submitted that, the Petitioners will pay a cost of Rs.2,00,000/- each totalling to Rs.6,00,000/- to Advocates' Association of Western India Generation Next Fund, Mumbai, within a period of three weeks from today. The said statement is accepted as an undertaking given to this Court.

5.2) As the Respondent No.2 has received his due amount from the Petitioners due to lodgment and investigation of the present crime, learned Advocate for the Respondent No.2 on instructions from Mr. Rajesh D. Pisal, Authorized Representative of the Respondent No.2's Company, submitted that, the Respondent No.2 will pay a sum of Rs.5,00,000/- to the Advocates' Association of Western India Generation Next Fund, Mumbai, within a period of three weeks from today. The said statement is accepted as an undertaking given to this Court.

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

Account Name :- Advocates Association of Western India Generation Next.

Account Number :- 000110110007807.

Bank Name :- Bank of India.

Branch Name :- Mumbai Main.

IFSC Code :- BKID0000001.

5.3) We direct the Petitioners and the Respondent No.2 to pay cost

of Rs.2,00,000/- each totalling to Rs.6,00,000/- and Rs.5,00,000/- respectively to Advocates' Association of Western India Generation Next Fund, Mumbai, within a period of three weeks from the date of uploading of the Order on the official website of Bombay High Court.

5.4) Petitioners and the Respondent No.2 to pay the said cost within stipulated period as noted above and submit receipts of the same in the Registry of this Court.

6) In view of the above and subject to payment of cost by Petitioners and Respondent No.2, all the Petitions are allowed in terms of prayer clauses (a) and (a1).

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

8) List the Petition on 4th December, 2023 under the caption '*for reporting compliance*' of present Order.

9) All the concerned to act on the basis of an authenticated copy of this Order.

(SHYAM C. CHANDAK, J.)

(A.S. GADKARI, J.)

SANJIV
SHARNAPPA
MASHALKAR

Digitally signed
by SANJIV
SHARNAPPA
MASHALKAR
Date: 2023.11.10
10:54:14 +0530