



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

CRIMINAL WRIT PETITION NO. 3189 OF 2023

Milind Jagannath Rane

.... Petitioner

v/s.

The State of Maharashtra and ors.

.... Respondents

Mr. Dushyant Pagare for the Petitioner.

Ms. M.M. Deshmukh, APP for the State.

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

DATED : 26th SEPTEMBER, 2023.

P. C. :-

. At the outset, learned counsel for the Petitioner seeks leave to amend the prayer clause (a) as to incorporate name of the police station. Leave granted. Amendment to be carried out forthwith.

2. The Petitioner has filed this Petition under Article 226 of the Constitution of India (i) to quash the FIR No.65/2023 registered as I-59/2023 with Sion Police Station, Mumbai for offences punishable under sections 406, 420, 465, 467, 468, 471 r/w. 34 of the Indian Penal Code, upon the Complainant accepting the full and final repayment of the balance principal investment of Rs.1,85,00,000/-, (ii) to direct the Respondent No.1 Authorities to defreeze the bank

accounts along with those of company Siddhi Waste to Green Pvt. Ltd., its partners and the Vendors who have been named in the First Information Report No.65 being CR No.I-59 of 2023 ; (iii) to direct the Respondent No.1 Authorities to return the mobile phone of the Petitioner's wife.

3. The aforesaid crime was registered pursuant to the FIR lodged by Respondent No.2 – Mana Rasik Shah, the Director of M/s. Green Waste Practices Pvt. Ltd. which is engaged in the business of making eco friendly Ganesh idols, colours, etc. The Petitioner and the Respondent Nos.3 and 4 are the Directors of Siddhi Waste to Green Pvt. Ltd, which is in composting business.

4. In the month of June, 2020, the Petitioner informed the Respondent No.2 that he had got a contract from the Municipal Corporation of Gr. Bombay, to make bio-gas from waste, and that the Municipal Corporation has allotted plot of land to set up the bio-gas plant at Bhandup. The Petitioner projected that he would be making profit of Rs.9,00,000/- per month from the said business. The Petitioner was in need of investment of Rs.2,70,00,000/- to start the project. The Petitioner requested the Respondent No.2 to invest in the

said business on an assurance of sharing 50% profit.

5. The Respondent No.2 agreed to purchase the machinery which was to be rented to the Petitioner on payment of Rs.4,50,000/- per month, and accordingly, they entered into an agreement. The Petitioner forwarded her quotations/invoices from different vendors. She deposited an amount of Rs.2,70,10,270/- in the accounts of the vendors, who had allegedly supplied the machinery to the Petitioner. The Respondent No.2 subsequently learnt that no contract was awarded in favour of the Petitioner, and that he was not allotted any land and further that no machinery was delivered to him by the vendors. It is alleged that the money which was paid to the vendors was in fact transferred into the account of Siddhi Waste to Green Pvt. Ltd., a company of the accused after deducting GST and thereafter the money from the said company was transferred to the personal account of the Petitioner. It was also revealed that all the invoices issued by the vendors were forged and fabricated. Hence, the FIR.

6. Learned counsel for the Petitioner and the Respondent No.2 state that the parties have now entered into an amicable settlement and that the Petitioner has agreed to return an amount of Rs.1,85,00,000/- to

the Respondent No.2 towards full and final settlement. An amount of Rs.23,00,000/- which was due to the Siddhi Waste to Green Pvt. Ltd. Company from Respondent No.2 has been adjusted and waived off while arriving at an aforesaid full and final figure.

7. Respondent No.3 – Sunil Varpe and Respondent No.4 – Mr. Santosh Sonawane, the Directors of Siddhi Waste to Green Pvt. Ltd. have also filed their affidavit, wherein they have accepted the settlement arrived between the Petitioner and Respondent No.2 and adjustment of dues of Rs.23,00,000/- payable by the Respondent No.2 to Siddhi Waste to Green Pvt. Ltd.

8. The Respondent No.2 is present before the Court. She accepts having received demand draft for an amount of Rs.1,85,00,000/- issued in the name of Green Waste Practices Pvt. Ltd. She has no objection to quash the FIR against the Petitioner and also against other co-accused i.e., Respondent Nos.3 and 4.

9. It can, thus, be seen that the matter has been amicably settled between the parties. From the perusal of the complaint, it transpires that the allegations are totally personal in nature. In these

circumstances, and especially, in view of the law laid down by the Apex Court in the case of *Narinder Singh v/s. State of Punjab [2014 AIR SCW 2065]*, we find that no purpose would be served by keeping the criminal proceedings pending except burdening the Criminal Courts which are already overburdened. However, at the same time, costs need to be saddled on the parties for using the police and judicial mechanism for settling their personal disputes.

10. Hence, the Petition is allowed in terms of prayer clauses (a), (b) and (c). The FIR No.65/2023 registered as I-59/2023 with Sion Police Station, Mumbai for offences punishable under sections 406, 420, 465, 467, 468, 471 r/w. 34 of the Indian Penal Code, is hereby quashed subject to payment of costs of Rs.50,000/- payable by the Petitioner to Tata Memorial Hospital, Mumbai within a period of two weeks from the date of uploading of the order.

11. Writ Petition stands disposed of in above terms.

12. Stand over to **10/10/2023** for compliance.

(N.R. BORKAR, J.)

(SMT. ANUJA PRABHUDESSAI, J.)