

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CRIMINAL APPLICATION NO. 1417 OF 2019

Shankar Ramchandra Patil ... Applicant.

Versus

The State of Maharashtra and Anr. ... Respondents.

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Mr. S.S. Redekar, for the Applicant.
Mr. K.V. Saste, APP for the Respondent-State.
Mr. Abhay Parab, for Respondent No.2.

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**CORAM : NITIN W. SAMBRE &
SHARMILA U. DESHMUKH, JJ.**

DATE : June 12, 2023.

ORDER (Per : Sharmila U. Deshmukh, J.):

1. Heard.
2. Pursuant to the complaint being lodged by the Respondent No.2, First Information Report (FIR) being CR.No. 274 of 2019 came to be registered with the Agripada Police Station, Mumbai for the offence punishable under Section 420 of the Indian Penal Code, 1860, against the Applicant. The Applicant has approached this Court under Section 482 of the Code of Criminal Procedure, 1973, seeking quashing of the FIR.

3. From a perusal of the FIR, it appears that there was a transaction in respect of the sale of the applicant's premises with the Respondent No.2-Complainant as against which the purchase consideration was paid by the complainant. It appears that as the building in question was going for redevelopment, it was agreed between the parties that the sale-deed would be executed after the redevelopment process is over and the newly constructed flat will be handed over. It appears that the possession of the old flat was handed over to the Applicant in the year 2018 and in spite of the sale transaction between the parties, the possession of the newly constructed premises was not handed over to the complainant, resulting in the lodging of the FIR.

4. It is now submitted by the learned counsels appearing for the parties that the dispute has been amicably settled between the parties. During the hearing, there were certain issues which were required to be ironed out and an additional affidavit has been tendered on behalf of the Applicant which is taken on record. It is stated in the additional affidavit that the possession of the premises has been handed over to the Respondent No.2, after execution of the Memorandum of Understanding (MoU) dated 14th October, 2019. As

such, there is no impediment in quashing of the subject FIR. Learned counsel appearing for the Respondent No.2 does not dispute that the matter has been amicably settled between the parties. However, he submits that there were certain amounts which were to be paid by the developer as an obligation during the redevelopment process to which Respondent no.2 is entitled and for that purpose, the Applicant will be required to come and affix his signature, so as to enable the Respondent No.2 receive the amount. Learned counsel appearing for the Applicant submits that as and when called the Applicant would execute all necessary documents as required.

5. The Respondent No.2 is present in-person and is identified through his counsel and through his Aadhar card. He does not dispute that the matter has been amicably settled between the parties and that the possession of the premises is received by him. He extends his consent for quashing and undertakes to execute all necessary documents as required in respect of the subject flat.

6. We have considered the allegations in the and the additional affidavit of the Applicant to which the MoU, Deed of Confirmation and the sale-deed of the subject premises as well as the

possession letter dated 25th October, 2019 is annexed. The transaction in question was regarding the purchase of the residential flat which the possession of redeveloped flat was not given. During the pendency of this proceeding, went into redevelopment and the possession of the flat is handed over and the said position is not disputed by the Respondent No.2.

7. Considering the nature of the dispute which has overtones of civil nature and the fact that the parties have now entered into compromise and seek to give a quietus to the dispute, we see no reason to continue with the proceedings and, as such, deem it appropriate to quash and set aside the FIR being C.R.No.274 of 2019.

8. As such, the criminal application stands allowed in terms of prayer clause “B”, which reads thus:

“b) This Hon’ble High Court be pleased to quash & set aside F.I.R. No.274/19 recorded by Agripada Police Station, Mumbai against the Applicant;”

[Sharmila U. Deshmukh, J.]

[Nitin W. Sambre, J.]