

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CRIMINAL APPELLATE JURISDICTION

CRIMINAL WRIT PETITION NO. 3524 OF 2023

1. Rangaram Pothula Alias Ram Pothula
2. Harshada Pothula
3. Bharat Chauhan

.. Petitioners

Vs.

1. The State Of Maharashtra
2. Rahul Kumar Sitaram Singh

.. Respondents

Mr. Niranjan Mundargi a/w Mr. Shubham Agrahari i/b Anoma Law Group LLP, Mr. Bharat Chawan for the Petitioners.

Mr. Arvind Lakhawat a/w Mr. Manik Joshi, Mr. Vrushabh Vig, Mr. Vikrant Nalawade i/b Ms. Crawford Bayley & Co., for Respondent No. 2

Mr. Y. M. Nakhwa, APP for Respondent No.1-State.

**CORAM : A. S. GADKARI AND
SHYAM C. CHANDAK, JJ.**

DATE : 20th DECEMBER, 2023.

P. C.:-

1) Petitioners, accused in C.R. No. 0555 of 2023 dated 4th September, 2023 registered with MIDC Police Station, Mumbai, under Sections 420 read with 34 of Indian Penal Code, have invoked jurisdiction of this Court under Article 226 of the Constitution of India read with section 482 of the Code of Criminal Procedure for quashing of the said crime, with consent of Respondent No.2, the informant.

2) Mr. Mundargi, learned counsel for the Petitioners submitted that, the Petitioners and Respondent No.2 have amicably settled their disputes and differences and have executed Consent Terms dated

29th November, 2023. That in para No.7(1) thereof the Petitioners have given a schedule for repayment of alleged defalcated amount, which the Petitioners have agreed to repay to the Respondent No.2. The Petitioner No.3 has affirmed an Affidavit dated 20th December, 2023 before a Notary Public. In para No.4 thereof, the Petitioner No.3 on behalf of all the Petitioners has given an undertaking to this Court that, the Petitioners will abide with the terms and conditions mentioned in the Consent Terms dated 29th November, 2023. The Consent Terms dated 29th September, 2023 are annexed as Exh. 'B' to the said Affidavit dated 20th December, 2023. Learned counsel for the Petitioners therefore prayed that, the said crime may be quashed with consent of Respondent No.2.

3) Mr. Lakhawat, learned counsel for Respondent No.2 tendered across the bar his Affidavit and an Additional Affidavit dated 20th December, 2023 duly affirmed before a Notary Public. The Respondent No.2 has admitted execution of Consent Terms dated 29th November, 2023. In the Additional Affidavit in para No.5 the Respondent No.2 has given his no objection for quashing of the crime in question.

3.1) Respondent No.2 is personally present in the Court and through his Advocate reiterates the contents of the said Affidavits dated 20th December, 2023 and his 'no objection' for quashing of the crime in question.

4) In view of the above, we are inclined to quash C.R. No. 0555 of 2023 dated 4th September, 2023 registered with MIDC Police Station,

Mumbai.

4.1) As we expressed our opinion for quashing of the said C.R. No. 0555 of 2023 dated 4th September, 2023 registered with MIDC Police Station, Mumbai, learned counsel 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 the Advocates' Association of Western India Generation Next Fund, Mumbai, within a period of two weeks from today. The said statement is accepted as an undertaking to this Court.

4.2) As Respondent No.2 is successful in recovering of his dues and/or the amount mentioned in the F.I.R., Respondent No.2 through his learned Advocate submitted that, he will also pay a cost of Rs.2,00,000/- to the Advocates' Association of Western India Generation Next Fund, Mumbai, within a period of two weeks from the date of uploading of the Order on the official website of Bombay High Court. The said statement is accepted as an undertaking given by this Court.

4.3) 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.

4.4) We direct the Petitioners to pay said cost of Rs.6,00,000/- and to

Respondent No. 2 to pay said cost of Rs.2,00,000/- to the Advocates' Association of Western India Generation Next Fund, Mumbai, within a period of two weeks from the date of uploading of the Order on the official website of Bombay High Court.

5) In view of the above and subject to payment of cost by Petitioners and Respondent No.2. Petition is allowed in terms of prayer clause (a).

6) It is to be noted here that, the Petitioners have given schedule of repayment of the agreed amount to the Respondent No.2 starting from 7th January, 2024 and ends on 7th December, 2025. We make it abundantly clear that even a single default in making payment by the Petitioners to Respondent No.2 as per the Consent Terms and undertaking given by them in Para No.4 of their Affidavit dated 20th December, 2023, will be termed and treated not only as breach of the said Consent Terms but also as violation and/or breach of the undertaking given to this Court. In such and eventuality, the present Petition will be automatically revived and the investigating agency will conclude the investigation of the present crime expeditiously, for which the Petitioners will not have any demur or protest.

(SHYAM C. CHANDAK J.)

(A. S. GADKARI, J.)