

Shailaja

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
CRIMINAL WRIT PETITION NO.4699 OF 2022**

1. Shimpa Harpreet Singh Arora	]	
2. Nalini Rambhau Arora @ Narendra	]	
Rambabu Arora	]	Petitioners
Vs.		
1. State of Maharashtra	]	
2. Manjit Singh s/o Mukundlal Arora	]	Respondents

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Ms. Pinky Bhansali a/w Ms. Dharini Jain, for Petitioners.

Mr. K.V. Saste, A.P.P, for Respondent No.1-State.

Ms. Hiral Chauhan a/w Mr. Ravish Mishra i/b V.J. Juris, for Respondent No.2.

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**CORAM : REVATI MOHITE DERE &
PRITHVIRAJ K. CHAVAN, J.J.**

DATE : 30th JANUARY, 2023.

ORDER: [Per Prithviraj K. Chavan, J.]:

1. Heard.
2. Rule.
3. Rule is made returnable forthwith, with the consent of the parties. Petition is taken up for final disposal.

4. Learned A.P.P waives notice on behalf of respondent No.1-State. Ms. Chauhan, learned Counsel waives notice on behalf of respondent No.2.

5. By this petition under Article 226 of the Constitution of India and section 482 of the Code of Criminal Procedure, 1973 (for short "Cr. P.C"), the petitioners seek quashing of the First Information Report registered vide C.R. No.511 of 2014 with Khar Police Station, Mumbai, for the alleged offences punishable under sections 464, 465, 467, 468, 474, 506 (2) r/w 34 of the Indian Penal Code (for short "I.P.C") and consequently, proceeding pending before 9th Metropolitan Magistrate Court at Bandra being Case No.338/PW/2016. Quashing is sought on the premise that the parties have amicably settled their dispute.

6. There is a cross complaint filed by petitioner No.1 - Shimpa Arora bearing F.I.R No.259 of 2014 against respondent No.2 and others for the alleged offences punishable under sections 324, 504 r/w 34 of the I.P.C. By a separate order, we have quashed the proceedings in the cross case, in view of the amicable settlement between the parties.

7. Briefly stated, facts are as follows.

8. Parties are related to each other and are descendants of Late Mr. Mukundlal Arora who was part owner of building viz "Arora Bhavan" situate at 10th Road, Khar (W), Mumbai 400 052. Wife of Mr. Mukundlal Arora viz. Shanidevi Arora gifted her share to petitioner No.1 under a registered gift deed. Shanidevi Arora expired on 25th May, 2014. Due to family dispute, complaints, counter complaints and civil litigation arose between the parties. The suits are pending in City Civil Court at Dindoshi as well in this Court.

9. On 15th December, 2014 subject F.I.R came to be registered against the petitioners.

10. After investigation, charge-sheet came to be filed before 9th Metropolitan Magistrate Court at Bandra being Case No.PW/338 of 2016.

11. The parties have now approached this Court seeking quashing of the proceedings in view of the consent terms arrived at in this

Court (in its original jurisdiction) in Suit No.959 of 2014. All the pending suits also came to be withdrawn in view of the amicable settlement. The said consent terms are annexed with the petition at 'Exhibit B' (pages No.16 to 24).

12. It is submitted on behalf of the learned Counsel for the parties that the parties have decided to withdraw all the complaints/cases against each other. For ease reference, consent terms are reproduced below;

**CONSENT TERMS BETWEEN THE
PLAINTIFF AND DEFENDANT NOS. 1A, 2
TO 5 AND DEFENDANT NO.13**

"1. These terms are entered into between the Plaintiff and Defendant Nos.1a, 2 to Defendant No.5 and Defendant No.13 who shall hereinafter be referred to as ("the Parties").

2. That pending the above suit Rambabu Mukandlal Arora (Original Defendant No.1) died on 28th December, 2020. By Order dated 1/12/2022 in Interim Application (L) No.36790 of 2022, the name of Rambabu Mukandlal Arora was deleted and the name of his wife Narinder Rambabu Arora was added as Defendant No.1a.

3. The parties hereto agree and confirm that they are related to each other and all are the heirs and legal representatives of (late) Shri Mukundlal Arora.

4. The parties hereto agree and confirm that the parties have mutually and amicably resolved the disputes, differences and grievances amongst themselves and without going into the rival claims and/or entitlements of the parties individually and/or collectively and as a part of resolution and without going into the ascertainment of the individual shares and seeking partition by metes and bounds, the parties have after mutual discussion agreed and confirmed as under:

FLAT NO.12 & GARAGE NO.2

5. Agreed declared and confirmed by the Plaintiff and Defendant Nos.1a, 2 to 5 and Defendant No.13 that Flat No.12, situated on the 2nd floor, and Garage No.2 in the building named Arora Bhavan shall hereinafter belong to Defendant No.2 i.e Manjeetsingh Mukundlal Arora exclusively and absolutely and all other hereby relinquish their claim right, title, entitlement the said flat no.12 and Garage No.2.

FLAT NO.11

6. Agreed declared and confirmed by the Plaintiff and Defendant Nos. 1a, 2 to 5 and Defendant No.13 that the said Flat No.11 shall be held/owned jointly by the Nirmal Gurucharansingh Saluja (Plaintiff), Chandrakanta G. Wadwa (Defendant No.3), Mohinder Kaur S Gandhi (Defendant No.4), Bimla Harish Chawla (Defendant No.5) and Shimpa Harpreet Singh (Defendant No.13) in following proportion hereinafter mentioned and Plaintiff and

Defendants Nos. 3 to 5 and Defendant No.13 shall be in joint use, occupation and possession of Flat No.11,

- a) Shimpa Harpreet Singh - 1/5th share
- b) Nirmal Gurucharansingh Saluja - 1/5th share
- c) Mohinder Kaur S. Gandhi - 1/5 th share
- d) Chandrakanta G. Wadhwa - 1/5th share
- e) Bimla Harish Chawla - 1/5 th share

1/3 SHARE BELONGING TO
MUKUNDLAL ARORA IN ARORA
BHAVAN

7. Agreed declared and confirmed by the Plaintiff and Defendant Nos. 1a, 2 to 5 and Defendant No.13 that the 1/3rd share belonging to Mukundlal Arora in Arora Bhavan, shall hereinafter be held/owned jointly by the Nirmal Gurucharansingh Saluja (Plaintiff), Manjit Singh Arora (Defendant No.2), Chandrakanta G. Wadhwa Chandrakanta (Defendant No.3), Mohinder Kaur S. Gandhi (Defendant No.4), Bimla Harish Chawla (Defendant No.5) and Shimpa Harpreet Singh (Defendant No.13) in following proportion:

- a) Manjit Singh Arora - 1/3rd share
- b) Shimpa Harpreet Singh - 1/3rd share

c) Nirmal Gurucharansingh Saluja, Mohinder Kaur S. Gandhi, Chandrakanta G. Wadhwa and Bimla Harish Chawla - 1/3rd share

FLAT NO.3, FLAT NO.4, GARAGE NO.1 & GARAGE NO.5

8. Agreed declared and confirmed by the Plaintiff and Defendant Nos.1a, 2 to 5 and Defendant No.13 that Flat Nos. 3 & 4 on 1st floor and Garage No.1 & Garage No.5 on the ground floor, in the building named Arora Bhavan shall hereinafter be held/owned by daughter of Original Defendant No.1 and Defendant No.1 (a) i.e Defendant No.13 herein exclusively and all other relinquish their right, title, entitlement, if any, in the said flats and garages.

9. The Parties hereto acknowledge, declare and confirm that this Consent Terms have been entered into after due negotiations, discussions and obtaining individual legal advice and this Consent Terms cancels and supersedes all previous agreements, documents and understandings arrived at by and between the Parties hereto whether oral and written, regardless of form or nature between the parties concerning the subject matter hereof and this Consent Terms contains the complete understanding of the Parties hereto with respect to the suit premises as on this day, and the representations, inducements, provisions, agreements, arrangements, documents or undertakings, whether oral or written expressed or implied, made or assumed, contrary or at variance or different from what is herein

contained, prior to the date of this Consent Terms, shall have no force after the date of this Consent Terms.

10. Parties agree to withdraw all the proceedings filed against each other by filing copy of this present consent terms before the concerned Court.

11. Parties hereby agree that on signing consent terms all the cases filed against each other shall be withdrawn and not prosecuted further by respective applicants/complainants.

12. Parties agree that, wherever necessary, the parties will co-operate with each other and sign necessary documents for effective withdrawal of all case (as mentioned in para 13 below) filed by them against each-other and if required sign necessary affidavit, petitions etc., as requisitioned by other parties.

13. Parties shall execute necessary documents including relinquishment deed in respect of each flat, so as to effectively vest the right, title interest in the respect of the respective parties as mentioned below:

Sr. No	Case No.	Names of the Parties	Court Name	Stage
1.	Suit No.959 of 2014	Nirmala Saluja Vs. Rambabu M Arora and 12 Ors	High Court OS	Pending
2.	Civil Suit No.1404	Chandrakant a G. Wadhwa	City Civil,	Hearing on NM

	of 2014	Vs Rambhau M. Arora and 5 ors	Dindoshi	next date 12/10/22
3.	PW/ 338/2016	Khar Police Station Vs. Rambabu Arora and 3 ors	Bandra MM	Hearing Next Date 22/12/22
4.	PW/ 103/2020	Khar Police Station Vs. Mahendar Suendar Singh Gandhi & Ors	Bandra NM	Hearing on Discharge Application next date 13/09/22
5.	Execution Appl. No.103 of 2021	Manjit Singh M Arora Vs. Dr. Richel Issac	Bandra Small Causes	Hearing on Warrant of possession next date 08/09/2022
6.	MARJI Appl. No.71 of 2022	Shimpa Arora Vs Manjit Singh M Arora & Ors	Bandra, Small Causes	For service next date 08/09/2022

14. Parties agree that the present terms shall be produced by them before all the courts including proceedings mentioned in paragraph no.13 for records.

15. The above undertaking given by the Plaintiff and Defendants are accepted as undertakings to the Court.

16. Plaintiff withdraws the suit against Defendant Nos. 6 to 12.

17. Suit to be disposed of in lieu of these Consent Terms.

18. Decree be drawn accordingly.

19. Court fees to be returned as per rules.

20. No order as to costs".

13. Learned Counsel for respondent No.2 has tendered affidavit of respondent No.2 - Manjit Singh S/o Mukundlal Arora dated 21st December, 2022 duly affirmed before the Assistant Registrar, High Court, Appellate Side, Bombay. A photostat copy of the Aadhar Card of respondent No.2 duly attested by him is also tendered on record. Affidavit of respondent No.2 and photostat copy of the Aadhar card of respondent No.2 are taken on record. In the said affidavit, he has stated that they have settled their dispute by filing consent terms dated 1st December, 2022 in this Court (in its original jurisdiction) in Suit No.959 of 2022. He has further stated that he has no objection for quashing of the F.I.R/proceeding initiated at his behest against the petitioners, in view of the amicable settlement.

14. Respondent No.2 is present in the Court. On being questioned, respondent No.2 reiterates what is stated by him in his affidavit. Learned Counsel appearing for respondent No.2 has identified him. Learned A.P.P has verified original Aadhar Card of respondent No.2.

15. Considering the nature of the dispute, amicable settlement between the parties in view of consent terms arrived at between them, affidavit of respondent No.2 and having regard to the judicial pronouncements of the Apex Court in the case of **Gian Singh Vs. State of Punjab and another¹** and **Narinder Singh and others Vs. State of Punjab and another²**, there is no impediment in allowing the petition.

16. The petition is accordingly allowed. The F.I.R bearing C.R. No.511 of 2014 registered with Khar Police Station, Mumbai, as against the petitioners, and consequently, the proceeding pending before the 9th Metropolitan Magistrate Court at Bandra being Case No.338/PW/2016, are quashed and set aside.

1 (2012) 10 SCC 303

2 (2014) 6 SCC 466

17. The petitioners to deposit a total sum of Rs.20,000/- with **Mumbai Police Welfare Fund bearing Account No.465010100008693, IFSC No. UTIB0000465,** as costs. The said costs to be deposited within four weeks from today.

18. Rule is made absolute in the aforesaid terms. Petition is disposed of accordingly.

19. Petition be listed on **6th March, 2023** for recording compliance regarding deposit of costs.

20. All parties to act upon an authenticated copy of this order.

[PRITHVIRAJ K. CHAVAN, J.]

[REVATI MOHITE DERE, J.]