



IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT NAGPUR, NAGPUR.

...

CRIMINAL APPLICATION (APL) NO. 746/2022

Kawdu s/o Latari Ramteke

..Applicant/s

versus

Suresh s/o Latari Ramteke

..Respondent/s

.....
Mr.M.P Khajanchi, Advocate for the applicant/s

Mr.S.V.Sirpurkar, Advocate for Respondent
.....

CORAM: ANIL L. PANSARE, J.

DATED : 29th November,2023.

PC:

Both the parties are *ad-idem* that the matter has been settled amicably *via* mediation. The terms of settlement duly signed by the respective parties, their Advocates as well as the Mediator are already placed on record. The same is marked a Document 'X' for identification.

2. Perusal of the terms of settlement indicates that the Party No.1-Kawdu Ramteke has agreed to withdraw Regular Civil Suit No. 126/1999 and Party no.2-Suresh Ramteke has agreed to withdraw Second Appeal No.162/2022 filed before this Court. The parties have further agreed that after withdrawal of the aforesaid cases, to get the Criminal Case No.253/1999 filed before the learned Chief Judicial Magistrate Chandrapur against the party no.1, quashed in the present application. The parties have thereafter agreed that after quashment of criminal case No. 253/1999, the party no.2 and his legal heirs have agreed not to institute any proceeding arising out of the said cause of action.

3. The learned Advocates appearing for the respective parties submit that Regular Civil Suit No.126/1999 and Second Appeal No. 162/2022 have been withdrawn by the respective parties. What remains is quashment of criminal case No. 253/1999. Both the parties submit that party no.2-Suresh Ramteke is the complainant who has in terms of settlement, given consent to quash the said criminal case. The offences alleged are/were under Sections 294, 323 and 506 of the Indian Penal Code, which are all compoundable.

4. In view of the above and considering the terms of settlement there appears no reason why Criminal Case No. 253/1999 should be not quashed in terms of the prayer made in the present application. As such, Cri. Case No.253/1999 stands quashed accordingly.

5. The present application is, therefore, disposed of in terms of the settlement arrived at between the parties, with a rider that the term or any part thereof if is contrary to the provisions of law, shall be not binding on the parties.

[ANIL L. PANSARE, J.]