

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

CRIMINAL APPLICATION (APL) NO. 453 OF 2019

APPLICANT : Ravindra s/o Radhakisan Kasat,
Aged about 48 years,
Occ : Business and Agriculturist,
R/o Narsing Colony, Akot,
Tah. Akot, District - Akola.

VERSUS

RESPONDENTS :

1. State of Maharashtra
Through Police Station Officer,
City Police Station Akot, Tah. Akot,
District - Akola.
2. Dayaram s/o Kashiram Dhumale,
Aged about 64 years,
occ.: Agriculturist, R/o Vanshree
Colony, Prashant Colony,
Akot, Tah. Akot, District-Akola.

Shri R. M. Daga, Advocate for applicant.
Shri N. R. Rode, Additional Public Prosecutor for respondent No.1.
Shri S. V. Sirpurkar, Advocate along with Shri Deepak S. Patil, Advocate
for respondent No.2.

CORAM:- VINAY JOSHI AND
VALMIKI SA MENEZES, JJ.
DATED : 13/07/2023.

ORAL JUDGMENT : (PER VINAY JOSHI, J.) :

1. **Admit.** Heard finally with the consent of learned
counsel appearing for the parties.
2. This is an application seeking to quash FIR in Crime
No.0114/2019 registered for the offences punishable under

Sections 468, 469, 470, 471 and 420 of the Indian Penal Code along with Regular Criminal Case No.2300/2022 pending on the file of Judicial Magistrate First Class, Akot.

3. It is the informant's case that on 11/03/2019, while he was passing on the public road, he lost four cheques. It is informant's case that one of the lost cheque was misused by the applicant by encashing the same by putting forged signature and thus, defrauded sum of Rs.22,00,000/-. The applicant has other story to tell that there was agreement to sell dated 08/05/2018 in between the applicant his family members, with real brother of respondent. Towards the said agreement to sell, applicant has paid total sum of Rs.17,50,000/-. Before agreed time for performance, the informant's brother has sold the subject land to third party. It is applicant's contention that in order to refund the earnest amount and for damages, the questioned cheque was issued, which he encashed, thus, there was no case of cheating, forgery or fraud.

4. At the time of hearing of the petition, both parties have mutually settled the dispute and filed pursis to that effect, which is taken on record and marked as Article 'A'. It was agreed that they have resolved the dispute and informant has no objection for quashing of the FIR. It was also decided that the parties will not

take either civil or criminal action against each other basing on the transaction arising out of agreement to sell dated 08/05/2018.

5. The informant is present before us, who is identified by Advocate Shri S. V. Sirpurkar. He has admitted the contents of pursis and also stated that he has no objection for quashing of the FIR. The applicant is also present, who has stated about the agreement regarding the contents of pursis. The applicant is identified by Advocate Shri R. M. Daga.

6. Apparently, the dispute is of private nature arising out of agreement to sell executed in between two parties. There appears to be monetary dispute, which was amicably settled. Obviously, such type of litigation cannot be termed as anti-social one.

7. In view of settlement, continuation of prosecution amounts to abuse of process of Court. Hence, we are inclined to exercise our inherent jurisdiction, and pass the following order :-

i] Application is allowed.

ii] We hereby quash and set aside the FIR in Crime No.0114/2019 registered for the offences punishable under Sections 468, 469, 470, 471 and 420 of the Indian Penal Code along with Regular Criminal Case

No.2300/2022 pending on the file of Judicial Magistrate First Class, Akot.

iii] The Investigating Officer shall return three seized cheques to the informant and also defreeze the applicant's bank account, if seizure does not relate to some other crime.

iv] If three disputed cheques are filed along with charge sheet, the concerned Magistrate while disposing of the case, return the cheques to the informant.

v] Application stands disposed of accordingly.

[VALMIKI SA MENEZES, J.]

[VINAY JOSHI, J.]