

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION**

CRIMINAL APPLICATION NO.139 OF 2023

Narendra Thangaraj and Anr. ...Applicants
Versus
The State of Maharashtra and
Anr. ...Respondents

....

Mr. Rahul Shelke with Mr. Akshay Bansode for the Applicants.
Ms Nishi Singhvi i/b. Ms Agastya Desai for Respondent No.2.
Ms Rutuja Ambekar, APP for Respondent No.1-State.

CORAM: SMT. ANUJA PRABHUDESSAI &

N.R. BORKAR, JJ.

DATED: 31st JANUARY, 2024.

P.C.:-

1. At the outset, learned counsel for the Applicants seeks leave to amend the prayer clause (a), as to incorporate number of criminal case arising from C.R. No.161 of 2022. Leave is granted. Amendment to be carried out forthwith.

2. This is an application under Section 482 of the Cr.PC. to quash Crime No.161 of 2022 registered at Turbhe Police Station, Navi Mumbai, for the offences punishable under Sections 406, 498-

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A, 504 and 506 of the IPC and R.C.C. No.252 of 2023 arising therefrom and pending before learned J.M.F.C, Vashi.

3. The aforesaid crime was registered pursuant to the FIR lodged by Respondent No.2. Marriage between Respondent No.2 and Applicant No.1 was solemnised on 19/10/2016. They have a child from the said wedlock. Respondent No.2 lodged the FIR alleging that her husband and his relatives had subjected her to physical and mental cruelty.

4. Learned counsel for the Applicants and Respondent No.2 state that the parties have now settled the matter amicably. They have placed on record the consent terms, which read thus:-

- (A) The Applicant No.1 has decided to pay one-time lumpsum amount of Rs.12,00,000/- (Rupees Twelve Lakhs Only) in the name of minor son Mr. Sridhar.N which shall be deposited in the form of renewable Fix Deposit with Nationalized Bank, with second name of Respondent No.2. It has been agreed by the Respondent No.2 that said amount shall not be used by her for her personal purposes and the same shall be utilized for the higher education of the said child. The Applicant No.1 hereby agrees to provide the Original Fix Deposit Receipt to Respondent No. 2 within a period of 2-3 days from the date

of signing of this consent terms and for the same the Respondent No.2 shall cooperate with the Applicant No.1.

- (B) That the Applicant No.1 has agreed and accepted to bare the educational expenses of his minor son namely, Master Sridhar.N, who is presently 6 years old, till his higher education. The said education expenses, i.e. school/college fees of the minor son will be paid by the Applicant No.1 directly to the school. The Respondent No. 2 shall give information to Applicant No.1 about demand of fees/fees amount to Applicant No.1 on his email address or on message or the Applicant will himself approach to the educational Institute, and in that case, the Applicant shall provide soft copy of the original receipt and the Applicant No. 1 hereby expressly and explicitly agreed to clear the same as and when the same is raised. The Respondent No.2 hereby agrees that the Fix Deposit of Rs.12,00,000/- and the amount of interest which shall be accrued from time to time in the said Fix Deposit of Rs. 12,00,000/- in the name of Master Sridhar.N shall be used for additional expenses of higher education fees of Master Sridhar.N and the Applicant No. 1 shall pay balance amount after utilization of such interest component along with principal amount, i.e. Rs.12,00,000/- accrued till the minor son attends majority i.e. till he completes 18 years of age. The Respondent No.2 herein agrees that to provide Applicant No.1's email address and the mobile number to the school for the purpose of coordination with the school regarding educational growth of the child as well as he may allowed to attend parents meeting in the school without any

interference of the Respondent No.2.

- (C) That the Applicant No.1 hereby expressly agrees and accepts to bare the cost of Medclaim for his minor son till he attains majority. The Applicant No.1 shall take an all-inclusive Medclaim policy in the name of his minor son or provide copy of medical policy to Respondent No. 2 wherein such claims for minor son Mr. Sridhar.N are included, i.e. in the policy issued by the company where the Applicant No. 1 is working. In short, the Applicant No.1 shall render all cooperation to Respondent No.2 for medical assistance of minor child Master Sridhar. N
- (D) The Applicant No.1 shall have all normal visitation right of minor child Master Sridhar.N. The Applicant No.1 shall not have overnight visitation rights of the minor child for a period of 1 year from the filing of the consent terms as the Applicant No.1 and the minor child have not spent time together. However, the Applicant No.1 shall overnight visitation rights of the minor child after the period of 1 year as per the comfort of the minor child. The Applicant No.1 shall have normal visitation right of minor child as mentioned herein above, i.e. out of four Saturday/Sunday, the Applicant No. 1 shall have visitation rights for two Saturday/Sunday including overnight. Similarly, the Applicant No. 1 shall have visitation rights over minor child Sridhar.N for half of his School vacations including overnight as mentioned above. If in case the Applicant No.1 is unable to visit the child the Applicant No.1 shall be allowed to talk with the said child on video call. In the entire process of exploring such rights of

parties towards the child, both parties hereby agreed to see the welfare of the child as paramount consideration and take all decisions or fixation of the dates of visits/vacations considering the betterment of the child & his well-being.

- (E) The Respondent No. 2 has agreed to bear all other expenses of the minor child Sridhar.N (other than Mediclaim policy & educational expenses).
- (F) That, subject to fulfilment of this consent terms & providing FDR for an amount of Rs. 12,00,000/- (Rupees Twelve Lakhs Only) in the name of minor child with second name of Respondent No.2, the Respondent No.2 further hereby agrees and undertake to withdraw unconditionally all the allegations against the Applicants and agrees to file consent affidavit for quashing of the subject FIR & proceedings arising thereafter. Both the parties hereby agree that the FIR bearing CR No.161 of 2022 registered with Sanpada Police Station, Navi Mumbai u/s 498-A, 406, 504 and 506 of the Indian Penal Code wherein chargesheet came to be filed and the same is numbered as RCC NO. /252/2023 against the Petitioner herein, filed by the Respondent No.2 be quashed by consent before the Hon'ble Bombay High Court on execution of this consent terms.
- (G) That, a Divorce Petition bearing Petition No. A- 145/2024 is pending before the Hon'ble Court of family court, Belapur, at Navi Mumbai, wherein copy the present consent terms shall be filed and the divorce petition can be converted into divorce by mutual consent as both the parties have settled the matter. If it so required, the parties may enter into separate

consent terms, but on the same terms as mentioned herein, to file the same before the Hon'ble Court of family court, Belapur, at Navi Mumbai. Both the parties hereby agree that the proceedings vide Petition No. A- 145/2024 which is pending before the Hon'ble Court of family court, Belapur, at Navi Mumbai shall be withdrawn/settled by placing the consent term on record.

- (H) Both parties undertake not to make any allegations hereinafter against each other.
- (I) Both the parties also hereby agree, to undertake not to use/misuse the signed paper in whatsoever manner by him/her or any other person on his/her behalf to prejudice the interest of each other.
- (J) Both the parties hereby agree that, the permanent custody of the minor son Sridhar.N , shall be in the physical custody of the Respondent No. 2 only and the Applicant No. 1 shall have overnight visiting rights as mentioned in clause (D) of the present consent terms.
- (K) Both the parties herein agree and undertake not to interfere in each other's personal or professional lives hence forth. Further, both the parties agree and undertake not to malign/defame each other's image/reputation/status either verbal/written/electronic to each other's relatives, friends or through anybody henceforth.
- (L) It is hereby agreed by both the parties that after execution of this consent terms, both parties shall not lodge, file or make any complaint, application, suit, case, litigation or proceeding against each other /family members before any court of law

or police authorities at any time in future and it is further agreed by and between the parties that in future they shall not proceed against each other in respect of any issue which is finally and mutually decided under this terms and conditions of this consent terms.

- (M) It is hereby agreed by both the parties in case of violation of any terms and conditions of this consent terms, both parties would be at liberty to restore the cases mentioned hereinabove.
- (N) The text of these Consent Terms is a product of negotiation between both the parties and is not be construed as having been prepared by any one party, but shall construed as if both the parties have jointly prepared these Consent Terms and any uncertainty or ambiguity shall not be interpreted against any one party.
- (O) If there are any proceedings, civil or criminal, besides those mentioned hereinabove, the same shall be considered abated subject to the successful execution of the terms hereinabove and either of the parties may take steps to quash any such residual proceedings.
- (P) Both the parties hereby agree that present consent terms shall be binding upon them, any breach thereof shall ensue appropriate legal consequences to be urged before the appropriate forum and aggrieved party shall take action against the defaulting party under the provisions of Contempt of Courts Act.”

5. The Applicant No.1 and Respondent No.2, who have

been identified by their respective counsel are present before us. They have confirmed that the matrimonial dispute is amicably settled and have confirmed the contents of the consent terms. The Applicant No.1 and Respondent No.2 have stated that they will comply with the statements made in the consent terms. The consent terms are taken on record and marked 'x' for identification. The statements made in the consent terms are accepted as undertakings to the Court.

6. In our considered view the settlement is voluntary and genuine. Since the parties have settled the dispute amicably, this is a fit case to exercise discretion under Section 482 of the Cr.P.C. to secure the ends of justice.

7. Hence, the application is allowed. Crime No.161 of 2022 registered at Turbhe Police Station, Navi Mumbai and R.C.C. No.252 of 2023 arising therefrom and pending before learned J.M.F.C, Vashi, are hereby quashed.

8. The parties are put to notice that in the event they fail to

comply with the statements made in the consent terms within the stipulated time, the order shall stand recalled without further reference to the Court.

(N.R. BORKAR, J.)

(SMT. ANUJA PRABHUDESSAI, J.)