

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

CRIMINAL WRIT PETITION NO. 889 OF 2024

Suresh Vishvanath Parulekar and Ors. ...Petitioners
Versus
The State of Maharashtra and Anr. ...Respondents

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Mr. Rajiv Patil, Senior Advocate a/w Mr. Abhishek Karnik, Mr. Ojas Kachrekar, Mr. Onkar Wable Advocate for the Petitioners.

Ms. Divya Bhatia a/w Mr. Saurabh Ghag, Mr. Tejas Mane for Respondent No.2.

Mrs. Sangita E. Phad, APP for the Respondent No.1 – State.

Mr. Kiran Shaligram (P.I.) E.O.W. Mumbai, present.

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**CORAM : PRAKASH D. NAIK, &
N. R. BORKAR, JJ.**

DATE : 18th MARCH, 2024.

P.C.:

1. Not on board. Taken on Board.
2. The Petition is for quashing the First Information Report (for short 'FIR') registered with Tardeo Police Station, Mumbai on 15.06.2023 vide C.R. No.279 of 2023 for offences punishable under Sections 409 and 420 r/w Section 34 of Indian Penal Code (for short "IPC"). The investigation was subsequently taken over by Economic Offences Wing (E.O.W.) vide C.R. No.26 of 2023.
3. It is jointly submitted that the Petitioners and the Complainant/Respondent No.2 has settled the dispute and Consent

Terms were filed in the Civil proceedings initiated by the Complainant in the Court of Civil Judge Senior Division and JMFC, A Court, Mapusa, Goa.

4. The FIR was registered by Complainant/Respondent No.2 as a representative of Complainant – Corniche Land Pvt. Ltd.

5. The Petitioners are the directors of the Reis Magos Estate Pvt. Ltd. The FIR was lodged alleging that the Complainant/Respondent No.2 was desirous of purchasing the property in Goa. The representative of Complainant had approached the accused. There was deal for the purchase of property. The Complainant/Respondent No.2 decided to purchase the property for Rs.14,90,00,000/-. Entire amount of Rs.14,90,00,000/-was paid to the Petitioners' Company. On the same day they entered into another transaction for purchase of property in Goa for Rs.10,00,000/-. Memorandum of Understanding was executed. The Power of Attorney was given to the Complainant-Company. Documents were put up for registration. Agreement for sale was registered on 01.08.2008. The copy of the Power of Attorney was not handed over to the Complainant-Company. Sale Deed was executed by using the Power of Attorney. It was realized that the pages of Power of Attorney were replaced. There was exchange of

correspondence. Civil Suit was filed by the Complainant/Respondent No.2.

6. Parties have executed Consent Terms. The Petitioners had moved an application for anticipatory bail before this Court. The Consent Terms were brought to the notice of this Court. In view of settlement between the parties, the applications for anticipatory bail were allowed.

7. The Respondent No.2/representative of Complainant-Company is present in the Court. He has been authorized to represent the company and to give consent for quashing the FIR vide Board Resolution dated 23rd January 2024. The representative of Complainant/Respondent No.2 has asserted that in view of settlement, the Complainant-Company has no objection for quashing the impugned First Information Report. The Affidavit filed on behalf of Complainant/Respondent No.2 is on record. In the Affidavit it is stated that the dispute is amicably settled between the parties. The Complainant do not wish to pursue the present FIR. The Complainant/Respondent No.2 has no grievance against the Petitioners. The dispute in question is already settled through compromise between the parties.

8. Learned Advocate for the Petitioners and Respondent No.2

submitted that, in view of settlement between the parties, the FIR may be quashed.

9. It is pertinent to note that the Complainant/Respondent No.2 had also initiated the civil proceedings before the concerned Court at Goa and in view of settlement, the parties have filed the Consent Terms.

10. Considering the nature of dispute between the parties which has been resolved by them and in view of the consent of the complainant, the impugned FIR can be quashed.

ORDER

i) Criminal Writ Petition No. 889 of 2024 is allowed and disposed off;

ii) The FIR bearing C.R. No.279 of 2023 dated 15.06.2023 registered with Tardeo Police Station, Mumbai which was subsequently taken over by the E.O.W. vide C.R. No.26 of 2023 is quashed and set aside.

iii) The Petitioners shall pay cost of Rs.50,000/- to Advocates Association of Western India Generation Next within a period of three weeks from today. The Account details are as under:

Account Name	: Advocates Association of Western India Generation Next
A/c No.	: 000110110007807
Bank Name	: Bank of India
Branch Name	: Mumbai Main
IFSC Code	: BKID0000001

- iv) The receipt of payment of cost be produced in the Registry of this Court within one week thereafter.
- v) List the Petition for reporting the compliance after five weeks.

(N. R. BORKAR, J.)

(PRAKASH D. NAIK, J.)