

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CRIMINAL WRIT PETITION NO.953 OF 2024

Vishal Surendra Dhull

Petitioner

versus

The State of Maharashtra through the Senior
Police Inspector, Shahupuri Police Station,
Kolhapur.

Respondent

Mr.Sebin Michael Joseph, Advocate for Petitioner.

Ms.M.M.Deshmukh, APP, for State.

Mr.Pandit Kasar, Advocate for Respondent no.2.

CORAM : PRAKASH D. NAIK AND
MANJUSHA DESHPANDE, JJ.

DATE : 22nd March 2024

PC :

1. Copy of charge sheet is produced. It is taken on record.
2. Petitioner is charge sheeted for offences u/s.43(b), 43(g), 43(j), 65, 66, 66(B), 72 of Information Technology Act, 2002 and u/s.63 and 63(B) of Copyrights Act 1957.
3. The parties have resolved the dispute. Memorandum of Understanding was executed on 23rd January 2024. The consent terms indicate that party of the first part therein Shagun Sharma (Petitioner no.2) has paid to Manorama Infosolutions Pvt.Ltd. (Respondent no.2) one time sum of Rs.2 crores as a settlement in respect of criminal case by way of cheque dated 23rd January 2024 drawn on HDFC Bank and also paid Rs.2 crores to Respondent no.2 by way of cheque dated 23rd January 2024. The consent terms

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further stipulate that parties agreed to quash FIR No.346 of 2017 dated 27th August 2017 registered with Shahupuri Police Station, Kolhapur, along with all the proceedings arising therefrom including Criminal Case being RCC No.901 of 2019 pending before Chief Judicial Magistrate, Kolhapur against accused persons therein.

4. The representative of Respondent no.2 is present in the Court. The affidavit has been filed on behalf of Respondent no.3. In the affidavit it is stated that after filing of charge sheet Petitioner and Respondent no.3 along with Director of Respondent no.2 have arrived at settlement and executed Memorandum of Understanding dated 23rd January 2024 between parties on the terms and conditions agreed between the parties. Respondent no.2 has agreed to withdraw all proceedings arising out of FIR No.346 of 2017 registered with Shahupuri Police Station. Parties have settled all their disputes inter se and decided to quash impugned FIR. The complainant has no objection to the present writ petition being allowed and made absolute. The affidavit is taken on record.

5. In view of the nature of dispute between parties and since it is being settled between them, there is no impediment in allowing the prayers sought in this petition.

ORDER

- (i) Writ Petition is allowed and disposed off;
- (ii) The proceedings in Regular Criminal Case No.901 of 2019 pending before Chief Judicial Magistrate, Kolhapur arising out of FIR No.346 of 2017 registered with Shahupuri Police Station, Kolhapur, are quashed and set aside;
- (iii) Petitioners shall pay costs of Rs.50,000/- to the 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) Petitioner shall submit receipt of payment of cost in the Registry within one week from the date of payment.

(v) List the petition for reporting compliance after five weeks.

(MANJUSHA DESHPANDE, J.)

(PRAKASH D. NAIK, J.)

MST