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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
WRIT PETITION NO. 2113 OF 2023**

Manali M. Mhatre ...Petitioner
Versus
1. The State of Maharashtra
2. Akhil Kokan Sahakari Patpedhi Ltd.
3. The Senior Inspector of Police
Andheri, Police Station. ...Respondents

Mr. V. M. Deshmukh for the Petitioner.
Mr. Y.M. Nakhawa, APP for the Respondent/State.
Mr. Vipul Patil i/b Mr. A. G. Dolas for Respondent No.

**CORAM : PRAKASH D. NAIK &
N. R. BORKAR, JJ.
DATE : 22.02.2024.**

PC:-

1. The petitioner impugns the first information report (FIR) dated 20.04.2013 registered with Andheri Police Station vide FIR No. 192 of 2013 for the offences under Sections 409 (A), 465, 467, 468, 471, 477 (A) of the Indian Penal Code (IPC).

2. The case of the prosecution is that the petitioner was working with Akhil Kokan Sahakari Pathpedi Ltd. and has allegedly misappropriated the amount of Rs.6,79,791/-.

3. Learned Advocate for the petitioner submitted that the petitioner was aged around 19 years at the time of incident.

The matter has been settled between the parties. The parties have agreed to settle the matter on payment of Rs.15 lakhs to respondent No.2. The petitioner has paid an amount of Rs.8 lakhs and the balance amount of Rs.7 lakhs would be handed over to the representative of respondent No.2 vide demand draft.

4. Learned Advocate for respondent No.2 submitted that in view of the settlement between the parties, the impugned proceedings can be quashed and the complainant has no objection for quashing the said proceedings.

5. The authorised representative of respondent No.2 is present in the court. He has expressed consent for quashing the proceedings in view of settlement between both the parties. The representative of complainant has filed affidavit dated 25.07.2023 consenting for quashing the proceedings. The Memorandum of Understanding was executed between respondent No.2 and the petitioner which stipulates the consent terms agreed between the parties. The Memorandum of Understanding also indicates that respondent No.2 has

appointed Mr. Shrikant Tulshiram Jadhav as it's authorised representative on behalf of respondent No.2 vide Resolution dated 19.11.2022 to appear, to give statement, to execute Memorandum of Understanding, to sign Consent Terms, to receive the payment and to issue the receipts, to give evidence, to file Affidavit of evidence, to file Affidavit-in-Reply, to make withdrawal application, to appoint advocate, to file Vakalatnama and to make necessary application before the Court of Law.

6. The affidavit of consent referred to herein above has been filed by Mr. Shrikant Jadhav. It is pointed out that the amount of Rs.8 lakhs is paid to the respondent No.2/complainant and the demand draft of Rs.7 lakhs is being handed over to the representative of the complainant in the Court. The demand draft is accepted by the representative of respondent No.2. The affidavit is taken on record.

7. Considering the nature of dispute and the factual aspects as stated above, the impugned proceedings can be quashed.

ORDER

A] Writ Petition is allowed.

B] The proceedings in C.C. No. 1496/PW/2014 pending on the file of Railway Mobile Court, Metropolitan Magistrate Court, Andheri, Mumbai arising out of the first information report bearing F.I.R. No.192 of 2013 registered with Andheri Police Station, Mumbai are quashed and set aside against the petitioner, subject to payment of costs of Rs.25,000/- payable by the petitioner to Advocates' Association of Western India Generation Next within a period of four weeks from today and submit the receipt of the same in the Registry of this Court. The details of the bank account for payment are as under:

Account Name	:	Advocates' Association of Western India Generation Next
Account Number	:	000110110007807
Bank Name	:	Bank of India
Branch Name	:	Mumbai Main
IFSC Code	:	BKID0000001

(N.R. BORKAR, J.)

(PRAKASH D. NAIK, J.)