

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

CRIMINAL WRIT PETITION NO. 3226 OF 2023

Govind Krishnan Muthukumar and ors.	 Petitioners
v/s.	
The State of Maharashtra and ors.	 Respondents

Mr. Apoorv V. Singh for the Petitioners.
Ms. M.M. Deshmukh, APP for the State.
Mr. Mohit Darji i/b. Mr. Omkar Sawant for R.Nos.2 and 3.
Mr. Pagar, API, Matunga Police Station, present.
Respondent No.2 present in Court.

**CORAM: SMT. ANUJA PRABHUDESSAI AND
N.R. BORKAR, JJ.**

DATED : 04th JANUARY, 2024.

P. C. :-

. By this Petition filed under Article 226 of the Constitution of India, the Petitioners seek to quash the FIR No.0718/2022 registered with Matunga Police Station, Mumbai for offences punishable under Sections 406 and 420 r/w. 34 of the Indian Penal Code and Sections 3, 5, 8 and 13 of the Maharashtra Ownership of Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963.

2. The aforesaid crime was registered pursuant to the FIR lodged by the Respondent No.2. It is the case of the Respondent No.2 that in the

year 2019 or thereafter, he had approached the Petitioners for purchase of 02 bedroom flat on ownership basis in the project developed by the Petitioners in Matunga area. The Respondent Nos.2 and 3 purchased flat no.801 for total consideration of Rs.3,05,00,000/-. The project was not completed in the scheduled time. Hence, Respondent Nos.2 and 3 filed complaint with MAHARera Authority which was amicably settled and the Petitioners had agreed to pay to the Respondent Nos.2 and 3 a sum of Rs.2,16,06,320/- on or before 31/12/2021. The Petitioners, by letter dated 31/12/2021, forwarded a cheque dated 07/01/2022 for the said amount. However, the said cheque was dishonoured for insufficient funds. Hence, the FIR came to be lodged against the Petitioners alleging cheating and misappropriation.

3. Learned counsel for the Petitioners and the Respondent Nos.2 and 3 state that the parties have settled the dispute amicably. Learned counsel for the Respondent Nos.2 and 3 has placed on record affidavit duly signed by the Respondent Nos.2 and 3. The Respondent Nos.2 and 3 have stated that they have resolved the dispute amicably on mutually agreed terms and that the Petitioners have made payment to their satisfaction in lieu of the consent terms. The Respondents have also made a statement that they do not wish to proceed with the FIR

and they accorded their no objection to quash the FIR. Respondent No.2 is present before the Court. He has confirmed the contents of the affidavit and has reiterated that the matter has been amicably settled. We are satisfied that the settlement is genuine and voluntary.

4. Considering the nature of the accusations as well as the fact that the parties have settled the dispute amicably, in our considered view, this would be a fit case to quash the FIR. Hence, the Petition is allowed in terms of prayer clause (a). FIR No.0718/2022 registered with Matunga Police Station, Mumbai, stands quashed subject to payment of costs of Rs.20,000/- to be paid by the Petitioners to Maharashtra Central Police Welfare Fund within a period of 07 days from the date of this order.

5. Petition be listed on **11/01/2024** for compliance.

(N.R. BORKAR, J.)

(SMT. ANUJA PRABHUDESSAI, J.)

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