

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**CRIMINAL APPELLATE JURISDICTION****CRIMINAL WRIT PETITION NO. 4197 OF 2022**

Pravin Sanghvi & Anr.

.....Petitioners

Vs.

The State Of Maharashtra & Anr.

.....Respondents

Mr. Subodh Desai i/by Adv. Aditya Sawant for the Petitioners.

Mr. S.V. Gavand APP, for the Respondent-State.

Mr. Akash Pandey i/by J. Shekhar & Co. for the Respondent No.2.

A.P.I. Ashwini Patil, Market Yard Police Station, Pune present.

**CORAM : A. S. GADKARI AND
SHYAM C. CHANDAK, JJ.****DATE : 6th MAY, 2024.****PC.:-**

1) By the present Petition under Article 226 of the Constitution of India read with Section 482 of the Code of Criminal Procedure, the Petitioners, accused in C.R. No.70 of 2022, dated 15th May, 2022, registered with Market Yard Police Station, Pune, under Sections 380 and 454 read with Section 34 of the Indian Penal Code have prayed for quashing of the said crime by consent of Respondent No.2, the informant.

2) Record indicates that, by an Order dated 11th January, 2023, this Court by way of an ad-interim relief had directed that, the investigation of the crime to continue however, charge-sheet will not be filed without leave of this Court. As such, the charge-sheet in the present case has not

been filed by the police till date.

3) Mr. Desai, learned counsel for the Petitioners submitted that, the dispute is over the suit property, between the Petitioners being licensor and Respondent No.2 being a licensee. That, during the pendency of present Petition, the parties herein have settled the matter amicably and have executed Settlement Agreement dated 6th May, 2024. He therefore prayed that, the crime in question may be quashed with the consent of Respondent No.2.

4) Learned counsel for the Respondent No.2 tendered across the bar his Affidavit dated 6th May, 2024, duly affirmed before a Notary Public. To the said Affidavit, Settlement Agreement dated 6th May, 2024 is annexed. In the said Affidavit, the Respondent No.2 has admitted the fact of settlement of disputes and differences with the Petitioners and in paragraph No.9 thereof, he has given his consent to grant the prayer of the Petitioners, to quash and set aside the subject crime.

4.1) Respondent No.2 is personally present in the Court and through his counsel reiterates the contents of his Affidavit dated 6th May, 2024 and his 'no objection' for quashing of the crime in question.

5) It be noted here that, though in the FIR it is stated that, the Petitioners along with other unknown accused persons allegedly broke open the lock of his flat, upon a query raised by this Court, learned APP on instructions from the concerned Police Officer submitted that, any such

unknown person has not been identified and/or traced out till date. It appears that, the version of the Respondent No.2 in the FIR to that extent, is an exaggerated version.

6) In view thereof, we are inclined to quash C.R. No.70 of 2022 dated 15th May, 2022, registered with Market Yard Police Station, Pune.

7) As we expressed our opinion for quashing of said C.R. No.70 of 2022 dated 15th May, 2022, registered with Market Yard Police Station, Pune, learned Advocate for the Petitioners on instructions submitted that, the Petitioners will pay a cost of Rs.25,000/- each, totaling to Rs.50,000/- to the Advocates' Association of Western India Generation Next Fund, Mumbai, within a period of two weeks from the date of uploading of present Order. The said statement is accepted as an undertaking given to this Court.

8) We therefore direct the Petitioners to pay a cost of Rs.50,000/- to the Advocates' Association of Western India Generation Next Fund, Mumbai, within a period of two weeks from the date of uploading of present Order on the official website of Bombay High Court.

8.1) Details of the bank account for payment of cost 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.

8.2) Petitioners to deposit the said cost within stipulated period as noted above and submit receipt of the same in the Registry of this Court.

9) In view of above and subject to payment of cost, Petition is allowed in terms of prayer clause (a).

10) It is made clear that, if the cost is not paid within stipulated period as mentioned above, the Petition shall stand revived automatically and in that event, the Investigating Officer will complete the investigation of the present crime expeditiously.

11) List the Petition on board on 14th June, 2024, under the caption '*for reporting compliance*' of present Order.

(SHYAM C. CHANDAK, J.)

(A.S. GADKARI, J.)

SANJIV
SHARNAPPA
MASHALKAR

Digitally signed
by SANJIV
SHARNAPPA
MASHALKAR
Date: 2024.05.13
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