

2. The brief facts of the prosecution are as under :

a) The complainant's case pertains to the acquisition of land in Survey No.41/1 part, 67/5 part, 79/3 part, 96/6 part, and 98/3 part for the expansion of the Taloja Industrial Area by the Maharashtra Industrial Development Corporation. This land originally belonged to Babu Chahu Padekar, who had four sons : Namdev, Gotiram, Manohar, and Ambo as well as a daughter named Ganubai. Among them, Namdev, Gotiram, Manohar and Ganubai have passed away, and Ambo Padekar is the only surviving son. The complainant and their six siblings are the children of Ganubai. The complainant asserts that the heirs of the deceased Namdev, Gotiram, Manohar, Ganubai and Ambo Padekar are entitled to compensation for an area measuring 0.35.66 hectares. They claim that this compensation should be distributed among all the heirs. Additionally, it is alleged that the heirs of deceased Namdev and deceased Manohar have already received compensation in accordance with their respective shares, which was determined by the land acquisition officer.

b) The complainant further alleges that they, along with

other co-sharers, entrusted Amit Ambo Padekar with the paperwork required to claim compensation. Affidavits dated 03.08.2022, 10.08.2022, and an agreement dated 19.09.2022 bear the signature of the first applicant as a witness. The complainant claims that the signatures on the CC Form and possession receipt do not belong to them.

c) It is also alleged that Amit Ambo Padekar attached forged affidavit dated 03.08.2022, which falsely state that the complainant and six others agreed to receive Rs.6,00,000/- each, while Janabai and three other agreed to receive Rs.10,00,000/- each, with the remaining amount to be paid to Mr. Ambo Padekar. The complainant asserts that they never signed any such affidavit. Amit Ambo Padekar and Girish Ambo Padekar allegedly obtained signatures from the complainant and others on various documents and manipulated them. The complainant further alleges that Amit Ambo Padekar and Girish Ambo Padekar deceived them and other co-sharers, resulting in a loss of over Rs.2 Crores.

d) The Petitioner is accused of receiving to Rs.3,83,37,520/- out of the total amount of

Rs.4,65,37,520/- in his name. The complainant received only Rs.6,00,000/- and other legal heirs received lesser amounts. Since the SDO office did not take cognizance of the complainant's complaint, they have filed the current complaint.

3. It is submitted that with the intervention of the family members, the parties have now amicably settled all their disputes and the first informant has no objection if the FIR is quashed. The other accused persons were impleaded as Respondent Nos.3 to 12 also do not have objection for quashing the FIR as their claim is being settled by the Petitioners.

4. Consent Terms are executed between all the parties and it is agreed that the parties of the first part (Petitioners) are ready and willing to jointly severally pay a total sum of Rs.1 Crore to the party of the second part [affected persons] by way of settlement towards the claim made by the original complainant as enunciated in the FIR bearing C.R. No.89 of 2023. It is also agreed between the parties that upon execution of the Consent Terms, the accused shall secure the aforesaid settlement by issuing individual security cheques in favour of each of the affected persons drawn from their personal account bearing No.0023104000482769 held with IDBI

Bank, Panvel Branch (IFSC IBKL0000023). The Consent Terms also indicate that the manner in which the amount is to be distributed along with the quantum of the amount to be paid to the affected person is also agreed amongst all the parties that the Respondent No.2 shall receive a greater amount of consideration as compared to the other members as the additional consideration is towards the legal expenses incurred by him from the stage of initiating the present proceedings. It is also agreed that upon issuing and handing over the security cheques to the affected person, the proceedings which are under challenge in this Petition could be quashed and the affected parties have no objection for quashing the said proceedings. It is also agreed between both the parties that upon de-freezing the bank account as stated above, the Petitioners shall honour the aforesaid payment of Rs.1 Crore to the affected persons.

5. The Respondent No.2 and some of the affected persons are present in the Court. They are represented by the Advocate. They have admitted the Consent Terms executed with the Petitioners. All the affected persons including the Respondent No.2 have filed Affidavits of Consent reflecting the terms agreed between the parties.

6. It is submitted that directions be issued to the Investigating Officer to de-freeze the bank account.

7. Learned A.P.P submitted that two accounts are freezed during the course of investigation viz. account bearing No. No.0023104000482769 held with IDBI Bank, Panvel Branch and another account of the wife of Petitioner in Writ Petition No.74 of 2024 bearing No.7213537606 held with Kotak Mahindra Bank.

8. It is pointed that the claim of Respondent No.2 and the affected persons is to the tune of Rs. 1 Crore. Since the parties have settled the dispute and all the affected persons including the first informant has filed affidavits giving no objection to quash FIR, subject to the terms of settlement between the parties, the impugned proceedings can be quashed. However, by way of abundant question, presently we are directing the Investigating Officer to de-freeze the bank account bearing No.0023104000482769 held with IDBI Bank, Panvel Branch to the extent of Rs.1 Crore. After the claim of all the respondents are satisfied, further directions would be given for de-freezing all the bank accounts.

ORDER

- i. Criminal Writ Petition Nos.69 of 2024 and 74 of 2024 are allowed and disposed off;

ii. The FIR dated 9th February, 2023 registered with Panvel City Police Station, Navi Mumbai vide C.R. No.89 of 2023 is quashed and set aside;

iii. The Investigating Officer is directed to de-freeze the Bank Account bearing No.0023104000482769 held with IDBI Bank, Panvel Branch to the extent of Rs.1 Crore immediately;

iv. The Petitioners shall comply the terms of the Consent Terms;

v. The matter be listed for compliance on 11th March, 2024. To be listed "High on Board".

vi. The Petitioners shall pay cost of Rs.1,00,000/- to Advocates Association of Western India Generation Next within a period of two 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

vii. The receipt of payment of cost be produced in the Registry of this Court within one week thereafter.

viii. List the Petitions for reporting the compliance after four weeks.

(N. R. BORKAR, J.)

(PRAKASH D. NAIK, J.)