

vai

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

Digitally
signed by
VASANT
ANANDRAO
IDHOL
Date:
2024.10.18
15:25:27
+0530

CRIMINAL WRIT PETITION NO.2366 OF 2024

Karan Arora & Anr. ...Petitioners
V/s.
The State of Maharashtra & Anr. ..Respondents

Mr.Gautam Tiwari with Mr.Moinuddin Khan i/b Tasneem
Khatau for the Petitioners.

Mr.Anand S. Shalgaonkar, APP for the State – Respondent No.1.

CORAM : SARANG V. KOTWAL &
DR.NEELA GOKHALE, JJ.
DATE : 15TH OCTOBER, 2024.

P.C. :-

1. This Petition is preferred for quashing of the FIR registered vide C.R. No.263 of 2024 at Borivali Police Station on 08.04.2024 under Sections 406, 409, 420, 504, 506 read with Section 34 of the Indian Penal Code and all the other consequent proceedings.

2. Heard.

3. The FIR is lodged by Respondent No.2 herein. It is

mentioned in the FIR that the informant company was having an event management business. Between 15.10.2023 to 24.10.2023, the informant company along with Taramati Foundation Trust had arranged a Garba event by the name Rangtali 2023 at Borivali (West). The informant company had given this work of event management to M/s.DFK Invent, in which Mr.Karankumar Kirti Doshi who is representing the Respondent No.2, was also the Director. The organizers were looking for a company for taking the responsibility for the bookings of the tickets. They were approached by M/s.Paytm Insider. According to the FIR, the said company was conducting the business in the name of M/s.Westland Entertainment Private Limited. Petitioner No.1 was the head of the Branch of M/s.Paytm Insider and Petitioner No.2 was his Assistant. They represented to the first informant company that they would see to it that the collection by sale of the tickets would be to the extent of Rs.7.00 to Rs.10.00 crores and if they could not reach that figure, they were willing to give the guarantee of Rs.2.00 crores. They proposed that they would take commission of 5%

on online booking and 3% on off line booking. The FIR thereafter goes on to mention that the initial booking was taken by the Petitioners' company but subsequently dispute arose between the organizers and the Petitioners' company. The gist of FIR mentions that the Petitioners kept Rs.99,99,000/- with themselves, which they had received through the sale of tickets. They did not reach the target which was promised and they did not make payment of Rs.2.00 crores, which they had undertaken to pay as a guarantee. On this basis, FIR is lodged.

4. The dispute was referred for Mediation and in this case the Mediation was successful. Learned Mediator's report dated 24.09.2024 is on record. It is mentioned that the Petitioners along with M/s.Westland Entertainment Private Limited has settled the dispute with Yash Entertainment and they have entered into a Settlement Agreement dated 24.09.2024. There is a reference to the terms of settlement. That particular Settlement Agreement is produced before the Court. The copies of the Settlement Agreement are produced before this Court. They are taken on record.

5. Learned counsel for the Petitioners as well as for Respondent No.2 jointly submit that in view of the settlement between the parties, there is no impediment in quashing and setting aside the FIR. The terms of the settlement refers to the condition of making payment and also making payment of GST. In clause 2.9 of the Settlement Agreement, it is mentioned that breach of any provision of the said Agreement would constitute a fresh cause of action.

6. Respondent No.2 is present in Court who is identified by learned counsel for Respondent No.2. He stated in Court that he has no objection for quashing of the proceedings which are the subject matter of this Petition. He stated that the averments in the affidavit are made voluntarily by him and they are acceptable to him. The consent affidavit filed by him mentions in paragraphs 3 and 4 that he had no objection if the Petition was allowed and C.R. No.263 of 2024 registered with Borivali Police Station was quashed. He was giving his unconditional consent for the same.

7. Considering that, it was purely a commercial dispute

between the Petitioners and the first informant company. There was no loss caused to the society or the Government in general. The settlement was arrived at with the efforts of the learned Mediator. The settlement terms and the consent affidavit giving no objection for quashing of the FIR is taken on record.

8. In this situation, we are inclined to allow this Petition with the following order :-

ORDER

a). C.R. No.263 of 2024 registered at Borivali Police Station and consequential proceedings arising out of that registered offences are quashed and set aside subject to the payment as follows :-

i). Petitioner No.1 and Petitioner No.2 shall each pay Rs.25,000/- and Respondent No.2 shall pay Rs.10,000/- to the Armed Forces Battle Casualties Welfare Fund within a period of eight weeks from today.

The details of the Bank Account for payment of cost are as under :-

Bank Name :- Canara Bank

Branch Name :- South Block, Defence Headquarters,
New Delhi – 110 011

Account Name :- Armed Forces Battle Casualties
Welfare Fund

Account Number :- 90552010165915

IFSC Code :- CNRB0019055

ii). If such payment is made, the parties shall produce the proof of such payment before the Registry of this Court. It is made clear that this order is a conditional order, which is subject to the payment, as directed in this order. If proof of payment is submitted to the Registry of this Court, there shall not be any further reference to the Court. But if such proof is not submitted to the Registry, the matter be placed on board for further consideration. It is made clear that in such eventuality, this order is liable to be recalled and set-aside.

iii). With the above observations, the Petition is disposed of.

(DR.NEELA GOKHALE, J.)

(SARANG V. KOTWAL, J.)