



IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CRIMINAL APPELLATE JURISDICTION

CRIMINAL WRIT PETITION NO.3449 OF 2024

Sandeep Shivaji Bhondve,
Age: 41 years, Occu: Agriculturist,
R/o.: Bhondve Niwas, Bhondve Vaste,
Near Bhodve Lawns, At/Post: Ravet,
Taluka: Haveli, District: Pimpri-ChichwadPetitioner

Vs.

1. The State of Maharashtra,
Through the Ravet Police Station.
2. Hirenkumar Babubhai Patel,
Age: 38 years, Occupation : Business,
R/o.: Sector No.7, Indrayaninagar,
Bhosari, Pune – 411 039.Respondents

Ms. Priyanka H. Chavan, for the Petitioner.
Mr. Anand S. Shalgaonkar APP, for Respondent No.1-State.
Mr. Neeraj Visapure, for Respondent No.2.
Mr. Anil G. Tarte, Ravet Police Station present.

CORAM : A. S. GADKARI AND
DR NEELA GOKHALE, JJ.
DATE : 5th SEPTEMBER, 2024.

PC.:

- 1) Leave to amend to incorporate challenge to R.C.C.No.595 of 2024 pending on the file of Judicial Magistrate First Class, Vadgaon Maval, District Pune in the prayer clauses, granted. Amendment be carried out forthwith and in any event, during the course of the day.
- 2) Petitioner seeks to quash criminal proceedings bearing R.C.C.No.595 of 2024 pending on the file of learned Judicial Magistrate

First Class, Vadagaon Maval arising out F.I.R.No.132 of 2024 dated 24th March 2024 registered with the Ravet Police Station, Pimpri-Chinchwad for offences punishable under Sections 406 and 420 of Indian Penal Code, 1860 ('IPC').

3) Petitioner entered into Memorandum of Understanding with Respondent No.2 and agreed to give the land belonging to one Sitaram Tukaram Bhondave and heirs of Late Sahebrao Tukaram Bhondave under Joint Venture to Respondent No.2 by dishonestly representing himself as having such authority from the said land owners and induced the Respondent No.2 to entrust the amount of deposit to the tune of Rs.50,00,000/- to him to be paid to the land owners and accepted the same. As per the terms of MOU, Petitioner was bound to pay the amount of deposit to the land owners and to execute the Joint Venture Development Agreement in favour of Respondent No.2. But Petitioner neither executed the Joint Venture Development Agreement in favour of Respondent No.2 nor in the alternative repaid the amount of Deposit to the tune of Rs.50,00,000/- to Respondent No.2 and committed the offence of criminal breach of trust and cheating. Hence, Respondent No.2 gave information of commission of offence to the Ravet Police Station leading to register the FIR culminating in the criminal proceeding impugned herein.

4) Ms. Priyanka Chavan, learned counsel appears for the Petitioner and Mr. Neeraj Visapure, learned counsel appears for the

Respondent No.2. Mr. Shalgaonkar, learned APP represents the State.

5) Learned counsels of both the Petitioner as well as the Respondent No.2 state that, considering the decision of the parties to resolve their dispute by amicable settlement, Respondent No.2 has filed his consent Affidavit dated 15th July 2024 duly affirmed before a Notary Public. In paragraph 7 thereof, he states that Petitioner has paid amount of Rs.25,00,000/- and would pay the remaining amount of Rs.25,00,000/- by way of post-dated cheque, so also Petitioner agreed to pay interest component of Rs.6,00,000/- on principal amount of Rs.50,00,000/- to Respondent No.2. In paragraph No.8 thereof, he has given his no objection to quash and set aside the FIR and criminal proceedings.

6) Respondent No.2 is present in the Court and through his counsel reiterates the statements made by him in the Affidavit. We accept the statements.

7) Considering the facts in the present case and the consent Affidavit of Respondent No.2, we are inclined to quash criminal proceedings bearing R.C.C.No.595 of 2024 pending on the file of learned Judicial Magistrate First Class, Vadagaon Maval arising out F.I.R.No.132 of 2024 dated 24th March 2024 registered with the Ravet Police Station, Pimpri-Chinchwad.

8) As we expressed our opinion for quashing the said FIR and criminal proceeding, Ms. Chavan, learned counsel appearing for the

Petitioner on instructions submits that, the Petitioner will pay Rs. 75,000/- (Rupees Seventy Five Thousand Only) and Mr. Visapure, learned Advocate appearing for the Respondent No.2 on instructions submits that, the Respondent No.2 will also pay a cost of Rs.50,000/- (Rupees Fifty Thousand Only) to the Armed Forces Battle Casualties Welfare Fund, within a period of two weeks from the date of uploading of present Order on the official website of Bombay High Court. The said statement is accepted as an undertaking given to this Court.

9) In view thereof, we direct the Petitioner and the Respondent No.2 to pay the cost of Rs.75,000/- and Rs.50,000/- respectively to the Armed Forces Battle Casualties Welfare Fund within a period of two weeks from the date of uploading of present Order on the official website of High Court of Bombay.

9.1) 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

9.2) Petitioner and Respondent No.2 to deposit the said cost of

Rs.75,000/- (Rupees Seventy Five Thousand Only) and Rs.50,000/- (Rupees Fifty Thousand Only) respectively within stipulated period as noted above and submit receipt of the same in the Registry of this Court.

10) In view of the above and subject to payment of cost by the Petitioner and Respondent No.2, Petition is allowed in terms of prayer clause (a).

11) It is made clear that, if the cost is not paid by either of the parties within stipulated period as mentioned above, the Petition shall stand revived automatically and in that event, the trial Court shall proceed with the criminal proceeding expeditiously

12) List the Application on board on 27th September 2024, under caption 'for reporting compliance' of present Order.

(DR NEELA GOKHALE, J.)

(A.S. GADKARI, J.)