

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CRIMINAL APPELLATE JURISDICTION

CRIMINAL WRIT PETITION NO.6082 OF 2024

Ayush Mukherjee S/o Biswarup MukherjeePetitioner
Vs.
The State of Maharashtra & Anr.Respondents

Adv. Parvez Memon, with Adv. Kush Agarwal, Adv. Valentina Sampson
i/b MZM Legal LLP, for the Petitioner.

Ms. Deepa Devadiga, with Ms. Harshita B. Jangid, Ms. Pushpa Kumari,
for Respondent No.2.

Mr. Ashish I. Satpute, APP for Respondent No.1-State.

**CORAM : SARANG V. KOTWAL AND
DR. NEELA GOKHALE, JJ.**

DATE : 19th DECEMBER 2024.

P.C.:-

1) Leave to amend to mask the identity of the Respondent
No.2. Amendment be carried out forthwith.

2) This is a Petition for quashing of the FIR registered vide
C.R.No. 594 of 2024 dated 21st November 2022 at Mahim Police
Station, Mumbai under Section 69 of the Bharatiya Nyaya Sanhita
(B.N.S.), 2023.

3) The FIR is lodged by the Respondent No.2 ('Informant').
She has stated that her parents were residents of Bengaluru but the

Informant's relations with them were not cordial. There used to be frequent quarrels amongst them. Since September, 2023, she was residing in Mumbai and she was in employment in a private company in Andheri (East). In May, 2024, she got acquainted with the Petitioner through a dating app. They were chatting with each other. He was resident of Kolkatta but his parents had settled in Delhi and he himself was working in Mumbai. After a few days, they became friendly and met for the first time on 22nd July 2024. In August, 2024, she went to Bengalaru to meet her parents. But again there were quarrels. She was under stress and, therefore, she called the Petitioner. Since then, both of them got more friendly. When she returned to Mumbai, the Petitioner took her to his friend's birthday party. He introduced her as his special friend. Then, he proposed to her for marriage. She consented. Thereafter she had discussed the incidents in September and October when they had their physical relations. It is her case that the Petitioner had promised to marry her. She became pregnant but suffered abortion. Slowly, the Petitioner stopped communicating and refused to marry her. On this basis, the FIR is lodged.

4) The Petitioner was arrested and at the time of

consideration of his Bail Application, the Respondent No.2 gave an Affidavit giving her consent for releasing him on bail. Subsequently, the Petitioner had approached this Court for quashing of the FIR on the ground that there is settlement. The Informant has filed an Affidavit-in-reply in this Petition wherein she has stated that they were in consensual relationship and due to their mutual incompatibility, they decided to part ways. She has further stated that following the breakup, she experienced significant emotional distress and in a moment of anger and turmoil, this FIR is lodged. Upon reflection, she has decided not to pursue further legal action against the Petitioner. In paragraph 8, she has stated that the FIR be quashed.

5) Respondent No.2 is present in the Court and is identified by her learned counsel. Learned counsel for the Respondent No.2 undertakes to file her *vakilpatra* during the course of the day. Respondent No.2 stated that she has no objection for quashing of the FIR. She reiterated the contents of her Affidavit.

6) We have considered this development. From the FIR itself, it appears that it was a consensual physical relationship. Her Affidavit specifically mentions that it was a purely consensual relationship. She has not stated in her Affidavit that she had given her consent because

the Petitioner had promised to marry her. She does not wish to proceed against the Petitioner. Therefore, at this stage, it is apparent that it was purely a consensual relationship. It was not based on promise to marry her as is clear from her Affidavit. Parties have decided to part their ways and lead their separate personal life. The Petitioner is a mechanical engineer and intends to pursue his post graduation in a foreign country. Pendency of this crime will not serve any purpose and will hamper the Petitioner and the Respondent No.2 in living their peaceful life. Therefore, in the interest of justice, we are inclined to quash the FIR. However, since the police machinery is used unnecessarily, we are inclined to impose the cost. The Petitioner shall pay a cost of Rs.25,000/- to be paid to the Central Police Welfare Fund within a period of two weeks from today.

7) Details of the bank account for payment of cost are as under :-

Bank Name :- Axis Bank Limited.

Branch Name :- Worli, Mumbai (M.H.),

Mumbai-400 025

Account Name :- Central Police Welfare Fund

Account Number :- 914010029005759

IFSC Code :- UTIB0000060

8) If such cost is paid and the acknowledgment is shown in the registry, there shall not be further reference to the Court. However, if the cost is not paid and the acknowledgment is not shown, the matter be listed for further consideration on 12th February 2025 and in that case, this order is liable to be recalled and the investigation can be started.

9) In view of above and subject to payment of cost, the Petition is allowed in terms of prayer clause (a), which reads thus-

“(a) This Hon’ble Court be please to quash the FIR bearing No.594 of 2024 dated 21.11.2022 registered by Mahim Police Station under section 69 of the Bharatiya Nyaya Sanhita, 2023;”

(DR. NEELA GOKHALE, J.)

(SARANG V. KOTWAL, J.)

Digitally
signed by
SHAMBHAVI
NILESH
SHIVGAN
Date:
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