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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION**

CRIMINAL APPLICATION NO. 723 OF 2024

Anand Ishwarchand Mittal and Anr.

....Applicants

V/s.

The State of Maharashtra and Anr.

...Respondents

Mr. Prasanna A. Bhangale for Applicants.

Ms. Anamika Malhotra, APP for State.

Ms. Sonia Redkar for Respondent No.2.

**CORAM : SARANG V. KOTWAL &
DR. NEELA GOKHALE, JJ.
DATED : 11th OCTOBER 2024**

PC. :

1. This is an application for quashing of the FIR bearing C.R. No. 42 of 2023 dated 2nd February 2023 registered with Bhosari M.I.D.C. Police Station, Pimpri Chinchwad, Pune for the offence punishable under Section 409, 420, 406, 477A of the Indian Penal Code, 1860 (the IPC). This application is filed for quashing of the FIR by consent because of the settlement arrived at between the parties.

2. The FIR is lodged by the Respondent No.2 who is the paternal aunt, i.e., paternal uncle's wife of the Petitioner No.1. The Petitioner No.2 was working with their company as an accountant. The FIR mentions that the Respondent No.2 and her husband had started a company at M.I.D.C., Bhosari, Pune by the name Hrithik Tools Pvt. Ltd. The Petitioner No.1 joined that business since 2007. At his suggestion coating plant was started

in the year 2007-08. The FIR mentions the share holding of different persons including the Petitioner No.1 in that project. The gist of the allegations in the FIR are that the Petitioner No.1 with the help of the Petitioner No.2 sold certain products directly to the customers of the company and received the payment in cash without accounting for them in the company's account. The allegations are that they signed the challans to the total amount of Rs.3,03,44,431/-. The amount was received in cash directly. The Petitioner No.1 started his own company in the year 2017 by the name Mastertech Business Solution. There are further allegations that the Petitioner No.1 retained the laptop of the informant's company with him. He misused the E-mail id which was given by the informant's company to interact with the company's client; to develop his own business. On these allegations the FIR is filed.

3. Subsequently, the Memorandum of Understanding (the MOU) was executed on 2nd February 2023 between the petitioners as Party No.1 and the Respondent No.2 and Others as Party No.2. The MOU refers to the present subject matter, i.e., the registered offence and it also mentions that the parties have decided to settle the matter and the informant was to give consent for quashing of the FIR.

4. Today the affidavit is filed on behalf of the Respondent No.2. In Paragraph No.5 of that affidavit it is categorically stated that the Respondent

No.2 has no objection if the FIR bearing C.R. No. 42 of 2023 registered at Bhosari M.I.D.C. Police Station, Pimpri Chinchwad, Pune is quashed. The Respondent No.2 appeared through V.C.. She was identified by her counsel appearing in the court today.

5. We have considered the allegations, the affidavit and the MOU. Quite clearly it is a private commercial dispute between the parties. The Respondent No.2 and the Petitioner No.1 are closely related. Considering this settlement and specific “no objection” given by the Respondent No.2, we are inclined to allow this petition. No fruitful purpose will be served in permitting continuation of proceedings in this matter. Hence, the following order.

ORDER

1. The FIR registered vide C.R. No. 42 of 2023 at Bhosari M.I.D.C. Police Station, Pimpri Chinchwad, Pune is quashed and set aside.
2. Petition is disposed of.

(DR. NEELA GOKHALE, J.)

(SARANG V. KOTWAL, J.)