

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
CRIMINAL APPLICATION NO. 1060 OF 2024

Suresh Rambhau Gaikwad and Ors. .. Applicants

Versus

The State of Maharashtra and Anr. .. Respondents

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Mr. Mangesh Shirsat a/w Mr. Chandrabhushan Shukla i/b CS
Legal for the Petitioners.

Mr. Y. M. Nakhwa, APP, for the Respondent – State.

Mr. Rishikesh Dube a/w Mr. Mayur Tamore, for Respondent
No. 2.

Mr. Nandkishor Jadhav PI, Gaikwad PSI, Kala Chowki Police
Station, are present.

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CORAM: BHARATI DANGRE &
MANJUSHA DESHPANDE, JJ.
DATED : 11th NOVEMBER, 2024

P.C:-

1. The present Application filed by the eleven Applicants, who were arraigned as accused in FIR No.0093 of 2024 registered with Kala Chowki Police Station, Mumbai, which has invoked the offences punishable under Sections 420, 467, 468, 471 r/w 34 of the Indian Penal Code.

The FIR was registered on the complaint filed by the Informant i.e. Respondent No. 2, Shri Hitesh Anil Khuman, who has alleged that he was misled by the Applicants in regards the purchase of room No. 43, as in great detail he had

narrated in the complaint that, pursuant to the negotiations in the price and since he showed his inclination to become the owner of the room, it was agreed that he shall pay sum of Rs.30,00,000/-, and the Applicant accordingly issued a cheque of the said sum which was deposited in the account of Applicant No. 1 through NEFT. After the payment of the initial amount of Rs.17,00,000/-, the complainant even transferred the stamp duty for tenancy agreement amounting to Rs.1,80,000/-, but when the Applicants started avoiding him and did not hand over the possession of the room, he lodged the complaint.

Upon registration of the FIR when Applicant Nos. 1 to 3 approached this Court, and they were protected by an order, preventing their arrest and a condition was imposed that the Applicants shall deposit the sum of Rs.30,00,000/- before the trial Court and this condition is already complied with.

2. During the pendency of the Application, an understanding is arrived between the Applicants and the complainant, which is reflected in the affidavit filed by him on 21.10.2024.

The affidavit proceed to state, that the FIR was lodged on account of certain misunderstanding, however the same is now resolved amongst the parties amicably and he has no objection, if the subject FIR registered with Kala Chowki Police Station is quashed and set aside.

In addition, it is also recorded in the affidavit that the Applicants have consented, that within a period of one week of uploading of the order of quashing of the FIR, they shall accord

their consent for withdrawal of Rs.30,00,000/- deposited by them before the 15th Court, Judicial Magistrate First Class at Mazgaon, and after the money is withdrawn, the Complainant shall cancel the Tenancy Agreement dated 21.07.2023 executed between him and Applicant No. 1 Mr. Suresh Gaikwad within a period of fifteen days.

3. Complainant Hitesh Anil Khuman is present in the Court and his identity has been established by the Court Sheristedar through the Aadhar Card tendered by him.

When specifically asked, he consented to the quashing of the FIR and expressed that, in the wake of the mutual settlement that is arrived between the parties, he is ready for the FIR being quashed. Applicant No.1 Mr. Suresh Gaikwad is present in the Court and even his identity is established through the Aadhar Card tendered by him by the Court Sheristedar.

4. It is evident that the dispute between the parties has been amicably settled and since the grievance was made by the Complainant that he was cheated by not handing over the possession of the room, despite the fact that he has parted with the sum of Rs.30,00,000/- and the dispute being purely personal in nature, we see no legal impediment in quashing the said FIR, the settlement is going to result in harmony between them by restoring peace and the settlement do not cause any loss to the public exchequer.

The complaint being purely private in nature and pertain to the discord with the Applicants in the facts and

circumstances stated therein, we have no hesitancy in quashing of the subject FIR, as it was explained who was wronged, but the dispute is settled with the offender, amicably, subject to payment of cost of Rs.5,000/- each. The cost shall be paid in favour of the following Trust within a period of two weeks from today:

Mahila Vikas Mandal, Colaba :

Reg. No.2924 of (1953-54) under the Societies Registration Act XXI of 1860. Reg. No.F-450 Bombay under the Maharashtra Public Trusts Act, 1950.

The Bank details of the Mahila Vikas Mandal, Colaba are as under:

Bank : Bank of Baroda, Backbay
Reclamation Branch, Mumbai- 20.
A/c. No. : 03820100002611
IFSC Code: BARBOBACKBA
A/c. Name: Mahila Vikas Mandal Colaba
A/c. Type : Savings.

Upon an application being preferred to the Magistrate in the wake of the settlement being arrived, the Complainant Mr. Hitesh Khuman shall be permitted to withdraw the said amount of Rs.30,00,000/-.

(MANJUSHA DESHPANDE, J.)

(BHARATI DANGRE, J.)