



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR.

CRIMINAL APPLICATION NO.995 OF 2023

Ajay Pratap Singh, Aged about 47 years,
Occu. Business, R/o Village Parshiya,
Taluka Bisauli, District Badayu, Uttar
Pradesh.

... APPLICANT

VERSUS

1. State of Maharashtra, through
PS.O., Sadar Police Station, Nagpur.
2. State of Maharashtra, through the
Investigating Officer, Economic
Offences Wing, Nagpur.
- 3 Arvind Kanahiyyalal Dakaha, age –
47, Occ.- Business, R/o Behind
Gupta Stel Bhandar, Gaddigodam,
Nagpur.

... NON-APPLICANTS.

Shri R.R. Vyas, Advocate for the applicant.
Shri A.B. Badar, Addl.PP for the State.
Shri U.K. Bisen, Advocate for non-applicant no.3.

CORAM : VINAY JOSHI AND MRS. VRUSHALI V. JOSHI, JJ.
DATED : 08.01.2024.

ORAL JUDGMENT : (Per : Vinay Joshi, J.)

Heard. **ADMIT.**

2. The matter is taken up for final disposal by consent of learned Counsel appearing for the parties.

3. This is an application seeking to quash the First Information Report in crime No.217 of 2023 registered with the Sadar Police Station Nagpur City for the offence punishable under Sections 406 and 420 of the Indian Penal Code, on account of mutual settlement.

4. At the instance of the report dated 08.05.2023, the crime has been registered against the applicant. It is the informant's case that the applicant gave false assurances to allot a contract in crores of rupees and in lieu of that time to time received various sum as stated in the report. At the instance of applicant, informant has disbursed total sum of Rs.78,70,108/- in the account of the applicant and some other persons. The informant stated that as the assurances failed, on his demand the applicant has refunded only Rs.12.50 lakhs and therefore, the report of breach of trust and cheating.

5. It is the applicant's case that it was a business transaction. Both have mutually settled the dispute in which the applicant agreed to return sum of Rs.28 lakhs. In accordance with the settlement, Memorandum Of Understanding was prepared in between the parties, which is annexed with the petition. During pendency, the informant has

appeared and expressed his willingness to settle the dispute as regards to the present applicant only. He has stated that as per the agreement, he has received sum of Rs.28 lakhs and also received two vehicles (two wheeler) bearing registration Nos. MH-31/ET-2448 (Royal Enfield) and MH-31/DP-4698 (Hero Honda Splender). The informant has filed an affidavit stating that he has received physical possession of both vehicles out of which Honda Splender vehicle stands in his name and the another (Bullet) stands in the name of applicant's wife. The informant stated that as per the settlement he has no objection to quash the proceedings subject to the applicant transferring two wheeler (Bullet) in his name.

6. The informant has filed an affidavit-in-reply stating about the settlement and his no objection. The informant is present before the us, who is identified by his Counsel Shri Bisen. The informant accepted the settlement and gave no objection to quash the criminal proceeding provided that the applicant be directed to expeditious transfer the vehicle (Bullet). The informant also stated that concern FIR may be quashed but his civil right to recover the sum from other persons may be protected.

7. It is apparent that it was a private transaction between the

parties. They have mutually settled the dispute by entering into Memorandum Of Understanding. With the consent of both, the terms of settlement were fixed under which the applicant has already returned sum of Rs.28 lakhs. The applicant has also returned both vehicles (two wheeler) to the informant. As regards to transfer of one of the vehicle (Bullet), he has already completed all the formalities and registration certificate would be issued soon.

8. The applicant undertakes to this Court that if any difficulty arose about transferred of vehicle he would clear and see that vehicle would be transfer in the name of the informant as agreed. We accept his statements as undertaking given to this Court. We have brought to the notice that due to private dispute, the Police are required to investigate the matter and as such government machinery was used. At this juncture, learned Counsel Shri Vyas appearing for the applicant submits that the applicant would deposit sum of Rs.50,000/- within two days towards costs.

9. The offence cannot be termed as heinous or anti social. It was a private transaction between two persons. Now the matter is settled and therefore, we have no hesitation to exercise our inherent powers. In view of the above, following order :

- (a) The Application is allowed.
- (b) We hereby quash and set aside the First Information Report in crime No.217 of 2023 registered with the Sadar Police Station Nagpur City for the offence punishable under Sections 406 and 420 of the Indian Penal Code.
- (c) The applicant shall deposit costs of Rs.50,000/- within two days with Charitable Institution namely Nagpur Association for the Rehabilitation of Children and Adults With Orthopedic And Other Disabilities.
10. We made it clear that the informant is at liberty to resort civil remedy against others, if he desire so.
11. Place the matter on 11.01.2024, for noting compliance,

(MRS. VRUSHALI V. JOSHI, J.)

(VINAY JOSHI, J.)

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