



**IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD**

CRIMINAL APPLICATION NO. 1987 OF 2025

Dr. Pravin Ashok Tribhuwan,
Age: 39 years, Occu: Medical Practitioner,
R/o: E-1, Plot no. 16, N-8, CIDCO,
Near Kanya Prashala Housing School,
Nyayalayeen Husing Soviety,
Tq. Dist. Aurangabad

... APPLICANT

VERSUS

1. State of Maharashtra,
Through Officer in charge,
Bidkin Police Station,
Aurangabad Rural, District- Aurangabad

2. Nikita Vaibhav Kathumbare,
Age: 21 years, Occ: Housewife,
R/o: Kharadkar Galli, Bidkin
Tq. Bidkin, Dist. Chh. Sambhaji Nagar **... RESPONDENTS**

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Mr. Jitendra S. Jain, Advocate for the Applicant
Mr. S. D. Ghayal, Addl. P. P. for Respondent No.1 – State
Mr. Tushar C. Shinde, Advocate for Respondent No.2

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**CORAM : MANISH PITALE AND
Y. G. KHOBRAGADE, JJ.**

DATE : 23.09.2025

ORDER (Per:- Y. G. Khobragade, J.) :-

1. By this application under Section 482 of the Code of Criminal Procedure, the applicant prays for quashment of F.I.R.

No.0440 of 2024, registered with Bidkin Police Station, Aurangabad Rural (Chhatrapati Sambhajanagar) on 09.12.2023, for the offences punishable under Sections 354, 354A and 354B of the Indian Penal Code and the consequential charge-sheet No.32 of 2024, filed on 29.02.2024, which registered as R.C.C. No.185 of 2024, pending on the file of the learned J.M.F.C., Paithan, District Aurangabad (Chhatrapati Sambhajanagar).

2. On the face of the record, it appears that the present applicant is a medical practitioner running his clinic at the address given above. On 08.12.2023, non-applicant No. 2/informant visited his clinic with her husband, as she was suffering from vomiting and coughing. Therefore, she was admitted to the applicant's clinic. However, on 09.12.2023, non-applicant No. 2/informant lodged an F.I.R. with the Bidkin Police Station, alleging that the applicant outraged her modesty by touching her private parts and breasts under the pretext of a medical check-up. On the basis of said F.I.R., Crime No.0440 of 2024 registered against the present applicant / accused for the offences punishable under Sections 354, 354A and 354B of the Indian Penal Code.

3. Heard Mr. Jain, the learned counsel for the applicant, Mr. Ghayal, the learned Additional Public Prosecutor and Mr. Shinde, learned counsel for non-applicant No.2.

4. The learned counsel appearing for the respective parties have submitted that during pendency of trial of R.C.C. No.185 of 2024, arising out of charge-sheet No.32 of 2024 filed on 29.02.2024, the applicant / accused and the non-applicant No.2 / informant, arrived at compromise and they have filed compromise petition. So also, non-applicant No.2 / victim, has filed affidavit and admitted that during pendency of the present application, she and the applicant / accused, have amicably settled the dispute. The copy of compromise deed is placed on record at Exhibit-R-1.

5. Needless to say that the offence registered under Crime No.0440 of 2024, is in persona and against the body of informant / non-applicant No.2 and as such, non-applicant No.2 / informant amicably entered into the compromise with the applicant / accused for settlement of the dispute, therefore prayed for quashment of F.I.R. No.0440 of 2024, registered with Bidkin Police Station, Aurangabad Rural (Chhatrapati Sambhajanagar) on 09.12.2023, for the offences

punishable under Sections 354, 354A and 354B of the Indian Penal Code as per the law laid down in the cases of ***Gian Singh Vs. State of Punjab and Another, (2012) 10 SCC 303*** and ***Narinder Singh & Ors. Vs. State of Punjab, (2024) 6 SCC 466***.

6. In case of ***Gian Singh Vs. State of Punjab***, cited supra, the Hon'ble Supreme Court has also conceded about the quashing of the case in terms of the settlement arrived at between the parties and observed in para 6 as follows:-

6. In Nikhil Merchant AIR 2009 SC 428, a company, M/s. Neemuch Emballage Ltd., Mumbai was granted financial assistance by Andhra Bank under various facilities. On account of default in repayment of loans, the bank filed a suit for recovery of the amount payable by the borrower company. The bank also filed a complaint against the company, its Managing Director and the officials of Andhra Bank for diverse offences, namely, Section 120-B read with Sections 420, 467, 468, 471 of the Indian Penal Code read with Sections 5(2) and 5(1)(d) of the Prevention of Corruption Act, 1947 and Section 13(2) read with Section 13(1)(d) of the Prevention of Corruption Act, 1988. The suit for recovery filed by the bank against the company and the Managing Director of the Company was compromised. The suit was compromised upon the Defendants agreeing to pay the amounts due as per the schedule mentioned in the consent terms. Clause 11 of the consent terms read, "agreed that save as aforesaid neither party has any claim against the other and parties do hereby withdraw all the allegations and counter-allegations made against each other".

Based on Clause 11 of the consent terms, the Managing Director of the Company, the Appellant who was accused No. 3 in charge sheet filed by CBI, made application for discharge from the criminal complaint. The said application was rejected by the Special Judge (CBI), Greater Bombay, which came to be challenged before the Bombay High Court. The contention before the High Court was that since the subject matter of the dispute had been settled between the Appellant and the bank, it would be unreasonable to continue with the criminal proceedings. The High Court rejected the application for discharge from the criminal cases. It is from this order that the matter reached this Court by way of special leave. The Court having regard to the facts of the case and the earlier decision of this Court in B.S. Joshi, AIR 2003 SC 1386: (2003) 4 SCC 675, set aside the order of the High Court and quashed the criminal proceedings by consideration of the matter thus:

28. The basic intention of the accused in this case appears to have been to misrepresent the financial status of the Company, M/s Neemuch Emballage Ltd., Mumbai, in order to avail of the credit facilities to an extent to which the Company was not entitled. In other words, the main intention of the Company and its officers was to cheat the Bank and induce it to part with additional amounts of credit to which the Company was not otherwise entitled.

29. Despite the ingredients and the factual content of an offence of cheating punishable Under Section 420 Indian Penal Code, the same has been made compoundable under Sub-section (2) of Section 320 Code of Criminal Procedure with the leave of the court. of course, forgery has not been included as one of the compoundable offences, but it is in such cases that the principle enunciated in B.S. Joshi case becomes relevant.

30. *In the instant case, the disputes between the Company and the Bank have been set at rest on the basis of the compromise arrived at by them whereunder the dues of the Bank have been cleared and the Bank does not appear to have any further claim against the Company. What, however, remains is the fact that certain documents were alleged to have been created by the Appellant herein in order to avail of credit facilities beyond the limit to which the Company was entitled. The dispute involved herein has overtones of a civil dispute with certain criminal facets. The question which is required to be answered in this case is whether the power which independently lies with this Court to quash the criminal proceedings pursuant to the compromise arrived at, should at all be exercised?*

31. *On an overall view of the facts as indicated hereinabove and keeping in mind the decision of this Court in B.S. Joshi case and the compromise arrived at between the Company and the Bank as also Clause 11 of the consent terms filed in the suit filed by the Bank, we are satisfied that this is a fit case where technicality should not be allowed to stand in the way in the quashing of the criminal proceedings, since, in our view, the continuance of the same after the compromise arrived at between the parties would be a futile exercise."*

7. In case of ***Narinder Singh & Ors. Vs. State of Punjab***, cited ***supra***, the Hon'ble Supreme Court has held as follows:-

"27. In the case of Dimpey Gujral (supra), observations of this Court to the effect that offences involved in that case were not offences against the society. It included charge under Section 307 Indian Penal Code as well. However, apart from stating so, there is no detained discussion on this aspect. Moreover, it is the other factors which prevailed with the Court to accept the settlement and

compound the offence, as noted above while discussing this case. On the other hand, in Shambhu Kewat (supra), after referring to some other earlier judgments, this Court opined that commission of offence under Section 307 Indian Penal Code would be crime against the society at large, and not a crime against an individual only. We find that in most of the cases, this view is taken. Even on first principle, we find that an attempt to take the life of another person has to be treated as a heinous crime and against the society.

28. Having said so, we would hasten to add that though it is a serious offence as the accused person(s) attempted to take the life of another person/victim, at the same time the court cannot be oblivious to hard realities that many times whenever there is a quarrel between the parties leading to physical commotion and sustaining of injury by either or both the parties, there is a tendency to give it a slant of an offence under Section 307 Indian Penal Code as well.

Therefore, only because FIR/Charge-sheet incorporates the provision of Section 307 Indian Penal Code would not, by itself, be a ground to reject the petition under Section 482 of the Code and refuse to accept the settlement between the parties. We are, therefore, of the opinion that while taking a call as to whether compromise in such cases should be effected or not, the High Court should go by the nature of injury sustained, the portion of the bodies where the injuries were inflicted (namely whether injuries are caused at the vital/delicate parts of the body) and the nature of weapons used etc. On that basis, if it is found that there is a strong possibility of proving the charge under Section 307 Indian Penal Code, once the evidence to that effect is led and injuries proved, the Court should not accept settlement between the parties. On the other hand, on the basis of prima facie assessment of the aforesaid circumstances, if the High Court forms an opinion that provisions of Section 307 Indian Penal Code were unnecessary included in the charge sheet, the Court can accept the plea of compounding of the offence based on settlement between the parties.

29. At this juncture, we would like also to add that the timing of settlement would also play a crucial role. If the settlement is arrived at immediately after the alleged commission of offence when the matter is still under investigation, the High Court may be somewhat liberal in accepting the settlement and quashing the proceedings/ investigation. of course, it would be after looking into the attendant circumstances as narrated in the previous para. Likewise, when challan is submitted but the charge has not been framed, the High Court may exercise its discretionary jurisdiction. However, at this stage, as mentioned above, since the report of the I.O. under Section 173, Code of Criminal Procedure is also placed before the Court it would become the bounding duty of the Court to go into the said report and the evidence collected, particularly the medical evidence relating to injury etc. sustained by the victim. This aspect, however, would be examined along with another important consideration, namely, in view of settlement between the parties, whether it would be unfair or contrary to interest of justice to continue with the criminal proceedings and whether possibility of conviction is remote and bleak. If the Court finds the answer to this question in affirmative, then also such a case would be a fit case for the High Court to give its stamp of approval to the compromise arrived at between the parties, inasmuch as in such cases no useful purpose would be served in carrying out the criminal proceedings which in all likelihood would end in acquittal, in any case."

8. After perusal of compromise deed placed on record, it appears that the present applicant / accused and non-applicant No.2 / informant, have settled the dispute amicably and decided to set at rest the proceeding of R.C.C. No.185 of 2024. Therefore, considering the law laid down in the cases cited above as well as

societal interest between the parties, in order to secure the ends of justice and to prevent abuse of process of law, it will be just and proper to quash and set aside the F.I.R. No.0440/2024 registered with Bidkin Police Station, Aurangabad Rural, consequentially R.C.C. No.185 of 2024 registered after filing of charge-sheet No.32 of 2024 and pending on the file of the learned J.M.F.C. Paithan, District Aurangabad.

9. In view of above discussion, we proceed to pass the following order:-

ORDER

- i) The Criminal Application is hereby allowed.
- ii) The proceeding bearing R.C.C. No.185 of 2024 pending on the file of the learned J.M.F.C. Paithan, District Aurangabad, arising out of the charge-sheet filed in Crime No. 0440 of 2024 dated 09.12.2023, registered with Bidkin Police Station, Aurangabad Rural, for the offences punishable under Sections 354, 354-A and 354-B of the Indian Penal Code, is hereby quashed and set aside against the present applicant / accused.

[Y. G. KHOBRADE, J.]

[MANISH PITALE, J.]

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