



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

CRIMINAL APPLICATION NO. 3067 OF 2025

Gorakhnath Baburao Shinde
Age 58 years, Occu: Cane Managar
R/o Sahakar Marharshi Shankarrao Kolhe
Sahakari Sakhar Kharkhana Ltd.
Sahajanand Nagar, Kopargaon
Dist. Ahmednagar.

... **Applicants**
(Orig. Accused)

VERSUS

1. The State of Maharashtra,
Through Police Inspector,
Kopargaon Police Station,
(FIR No.356/2025)
Tq. Kopargaon Dist. Ahmednagar.

2. Prakash Pundlik Jadhav Banjara,
Age 30 years, Occu: Labour
R/o Shevari Tq. Chalisgaon
District Jalgaon

... **Respondents**

AND

CRIMINAL APPLICATION NO. 3068 OF 2025

Gorakhnath Baburao Shinde
Age 58 years, Occu: Cane Managar
R/o Sahakar Marharshi Shankarrao Kolhe
Sahakari Sakhar Kharkhana Ltd.
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VERSUS

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Through Police Inspector,
Kopargaon Police Station,
(FIR No.355/2025)
Tq. Kopargaon Dist. Ahmednagar.

2. Gorakh s/o Dada Chavan Banjara, ... **Respondents**
Age 24 years, Occu: Labour
R/o Shevari Tq. Chalisgaon
District Jalgaon

Mr. P. M. Barde h/for Mr. Shailesh S. Chapalgaonkar, Advocate for the applicant in both the applications

Mr. V. M. Kagne, APP for the Respondent-State

Mr. A. R. Sayed, Advocate for Respondent No.2/Informants in both the applications.

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

DATE : 18.09.2025

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

1. Both these applications have been filed under Section 582 of the Bhartiya Nagarik Suraksha Sanhita, 2023 for quashment of First Information Report vide Crime Nos.0356/2025 and 0355/2025 dated 04.07.2025 registered with Kopargaon Police Station, Tq. Kopargaon Dist. Ahmednagar, for the offences punishable under Sections 3(5), 351(2) 352, 308 of the Bhartiya Naya Sanhita, 2023 (in short BNS, 2023).

2. Respondent No.2 Informant/s have individually filed private complaints under section 175(3) of the BNS, 2023 bearing Misc. Cri. Application No. 72 of 2025 and 70 of 2025 before the learned Judicial Magistrate, First Class, Kopargaon a seeking registration of FIR against the applicant and other accused person. The informants alleged that on 20.03.2025, the applicant, who is working as Agricultural Officer with the Sahakar Marshi Shankarrao Kolhe Sahakari Sakharkhana Tq. Kopargaon,

alongwith other staff members forcibly took away their Tractors bearing Nos. MH-52-BO-452 of Mahindra Make (FIR 355/2025) and MH-19- CV-3034 (FIR 356/2025). Co-accused No.2 took the applicants to the office of the present applicant to return their tractors. The applicant assured them about settlement of their payments. However, the applicant in both these applications and other accused did not pay the labour charges to the informants and threatened to kill them. The learned Judicial Magistrate, First Class, Kopargaon passed an order on 20.06.2025 in both applications i.e. Criminal Application Nos. 70 of 2025 and 72 of 2025 and directed the Kopargaon Police Station for registration of Crime. Accordingly, aforesaid First Information Reports were registered against the applicant and other accused.

3. Heard Mr. P. M. Barde learned counsel for the applicant/s, Mr V. M. Kagne, learned APP for the respondent State and Mr. A. R. Syed, learned counsel for Respondent No.2/informants.

4. The learned counsel for the respective parties have submitted that during pendency of both these applications, the parties have amicably settled their dispute and arrived at a compromise through the process of private negotiations. The compromise Pursis in both the criminal applications containing the terms of settlement have been produced on record. Terms of compromise have been got verified through Registrar

(Judicial) and learned Registrar (Judicial) has submitted his report dated 10.09.2025.

5. As per terms of settlement, the applicant has returned both the Tractors to the informants and agreed that he will not claim any right, title or interest over the said tractors and henceforth the ownership of both the Tractors will be with the respective informants. As the tractors are returned, the informants/respondent No.2 do not wish to prosecute the complaints against the applicant and seek permission to compound the same.

6. The learned counsel appearing for Respondent No. 2/informants has not disputed about the fact of settlement of dispute between the applicant/accused and Respondent No.2/informant. In view of the compromise, the learned counsel for the applicant in both these applications prayed for quashment of FIR Nos. 355 of 2025 and 356 of 2025. The learned counsel submits that compounding is permissible in view of judgments of the Hon'ble Supreme Court in the cases of ***Gian Singh V/s State of Punjab and Another, (2012) 10 SCC 303*** and ***Narinder Singh & Ors. Vs. State of Punjab, (2014) 6 SCC 466***.

7. 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."

8. 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."

9. From the terms of compromise, it appears that the present Applicant Accused and Respondent No. 2/Informants have settled the dispute amicably and have decided to set at rest the present criminal proceedings. Therefore, considering the law laid down in the cases cited supra as well societal interest between the parties, in order to secure the ends of justice and to prevent an abuse of process of law, it will be just and proper to quash and set aside the F.I.Rs. in respect of the present applicant/accused.

10. Needless to say that, Respondent No. 2/Complainants in both these applications had initially approached before the learned Magistrate by filing applications under section 175(3) of BNS, 2023 and prayed for registration of crimes and after the order is passed, the Respondent No.2/complainants and applicant- Accused amicably settled their private disputes over the money transaction. Respondent No. 2/complainants and the applicant-accused engaged the Police Machinery and after registration of crime they settled private dispute. Therefore, considering the nature of F.I.R. in both these applications, it will be just and proper to direct the applicant accused to deposit cost of Rs. 25,000/- each in account of Police Kalyan Fund maintained by the Police Department, Amhednagar (now Ahilyanagar).

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

ORDER

- i) Criminal Applications Nos. 3067 of 2025 and 3068 of 2025 are hereby allowed.
- ii) First Information Reports bearing Crime Nos.355 of 2025 and Crime No. 356/2025, dated 04.07.2025, registered with Kopargaon Police Station, Tq. Kopargaon Dist. Ahmednagar, for the offences punishable under Sections 3(5) 352, 351(2), 308 of Bhartiya Naya Sanhita, 2023 are hereby quashed and set aside as against the present applicant/Accused- Gorakhnath Baburao Shinde.
- (iii) The present applicant/accused shall deposit cost of **Rs. 25,000/- each** in the Account No. 11117727262 standing in the name of the Police Adhikshak Ahmednagar "Police Kalyan Nidhi" with the State Bank of India, Ahilyanagar within period of two week from the date of this order and receipts shall be produced with the Kopargaon Police Station immediately.

(Y. G. KHOBRAGADE, J.)

(MANISH PITALE, J.)

JPChavan