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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CRIMINAL WRIT PETITION NO.1572 OF 2024

1). Manish Kamalakar Patil,	)	
Age : 53 Years, Occ. : Business,	)	
	)	
2). Neelam Manish Patil,	)	
Age : 49 Years, Occ. : Homemaker,	)	
	)	
Both residing at :	)	
	)	
House No.45, Swanand Thakur Aali,	)	
Zirad, Taluka – Alibaug,	)	
District – Raigad – 402 201.	)	...Petitioners
	)	
..Versus..	)	
	)	
1). State of Maharashtra,	)	
Through the Senior Police Inspector,	)	
Chaturshrungi Police Station,	)	
District Pune (City).	)	
	)	
2). Smt.Sonal Sudheer Sheth,	)	
Age : 61 Years, Occ. : Real Estate Agent,	)	
Residing at : Flat No.601,	)	
Neel Siddhi Enclave CHSL,	)	
Plot No.48/9, Sector 14, Vashi,	)	
Navi Mumbai – 400 703.	)	...Respondents

Mr.Jayesh Joshi for the Petitioners.

Ms.Gauri S. Rao, APP for the Respondent No.1 – State.

Mr.Rohit D. Joshi for the Respondent No.2.

Mr.Yogesh Wavghal, Pherwi Officer, Chaturshrungi Police Station present.

**CORAM : REVATI MOHITE DERE &
SANDESH D. PATIL, JJ.
DATE : 1ST OCTOBER, 2025.**

ORDER :- (Per Sandesh D. Patil, J.)

1. At the outset, the learned counsel for the Petitioners seeks leave to amend the present Petition so as to seek quashing of the charge sheet. Leave granted. Amendment to be carried out forthwith.

2. The present Petition is filed by the Petitioners seeking quashing and setting aside of C.R. No.58/2023 dated 19/10/2023, registered with the Chaturshrungi Police Station, Pune (City) for the alleged offenses punishable under Sections 406 and 420 read with Section 34 of the Indian Penal Code.

3. According to the Respondent No.2 / Complainant the Petitioner No.1 had sold a flat to her at Sector 18, Palm Beach Road, Sanpada, Navi Mumbai, in 2013 and had given its vacant

possession to her; that in the year 2018, the Petitioners approached her and told her that the Petitioners wanted to sell their flat at Pune; and that pursuant thereto, the Complainant and her husband visited the flat and decided to purchase the same. The total consideration of the flat which was agreed, was ₹1,00,00,000/-. An agreement for sale was entered into between the Petitioners and the Respondent No.2 on 1/10/2018, which was duly registered before the Sub-Registrar of Assurance, Pune. At the time of execution of the said agreement an amount of ₹40 lakhs was paid by the Respondent No.2 to the Petitioners and the balance consideration of ₹60 lakhs was to be paid at the time of handing over of the vacant and peaceful possession of the flat. Thereafter, on 30/11/2018, the Respondent No.2 and the Petitioners again entered into another agreement, which was registered with the Sub Registrar of Assurance, Pune, and the balance amount of ₹60 lakhs was paid by the Respondent No.2 to the Petitioners. The Petitioners had assured the Respondent No.2 that they shall handover, vacant and peaceful possession of the said flat by 31/12/2018. It is the case of the Respondent No.2/

Complainant that despite several reminders, the Petitioners failed to handover possession of the said flat to her and hence, the FIR No.58/2023 was lodged by the Complainant with the Chaturshrungi Police Station, Pune (City) on 19/1/2023 against the Petitioners alleging offences punishable under Sections 406, 420 read with Section 34 of the Indian Penal Code.

4. During pendency of this Petition, charge sheet bearing No.109 of 2024, dated 26/3/2024 came to be filed against the Petitioners. Thus, the Petitioners by way of amendment also sought quashing of the charge sheet. The Petitioners have amicably settled their dispute with the Respondent No. 2 (Original Complainant) and as such seek quashing of the FIR and chargesheet, by consent.

5. The Respondent No.2 appeared and filed an affidavit supporting the Petitioners case. The Respondent No.2 in her affidavit has stated that she has received the possession of the flat. She has further stated that the Petitioners explained to her, their difficulty for not handing over the possession of the flat

earlier; however, ultimately the possession of the property was received by her. According to the Respondent No.2 the dispute has been finally settled by her with the Petitioners and that she does not wish to proceed with their prosecution. Respondent No. 2 has categorically stated that a compromise has been arrived at between the Petitioners and her, and that she has no objection if the present Petition is allowed.

6. We have heard the learned advocate for the parties i.e. Petitioner and Respondent No. 2. The parties have been identified by their respective advocates. The Respondent No.2 is personally present in Court. When questioned, Respondent No.2 reiterated that she has settled the dispute with the Petitioners. Respondent No. 2 also informs that she had filed the affidavit voluntarily, without any coercion.

7. After considering the documents on record, more particularly the chargesheet and the affidavit of the Respondent No.2 dated 30 September 2025, we are of the view that the dispute arose from the inability of the Accused / Petitioners to

deliver the flat to the Respondent No.2 / Complainant. The dispute appears to be a civil dispute. The Respondent No.2 has received possession of the flat in question, which is the subject matter of the FIR. The Respondent No.2 has given her no objection for quashing and setting aside the FIR and the chargesheet. The Hon'ble Apex Court has in the case of *Anukul Singh vs. State of Uttar Pradesh & Anr., 2025, SCC OnLine SC 2060*, held that criminal proceedings cannot be used to settle civil disputes.

8. The Apex Court in *Gian Singh vs State of Punjab reported in (2012) 10 SCC 303*, has held that if on account of settlement of the dispute, the chances of conviction are bleak or impossible, there is no point in keeping the criminal matter pending.

9. Considering the peculiar facts as stated aforesaid, the Writ Petition is allowed. Accordingly, we quash and set aside the FIR bearing CR No.58 of 2023 registered with the Chatushrungi

Police Station, Pune and consequently the chargesheet and proceeding, if any.

10. The Petitioners as well as the Respondent No.2, to pay costs of 25,000/- each, to the Maharashtra Centre Police Welfare Fund bearing its Account No.914010029005759, IFSC Code No.UTIB0000060 within a period of three weeks from today.

11. Petition stands disposed of on the aforesaid terms.

12. List the Petition for recording compliance of the direction to pay costs on **19th November, 2025**.

13. All parties to act on the ordinary copy of this order.

(SANDESH D. PATIL, J.)

(REVATI MOHITE DERE, J.)