

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
CRIMINAL APPLICATION NO.311 OF 2024**

Shriram Date and Ors.

....Applicants

Versus

The State of Maharashtra and Anr.

....Respondents

Mr. P.D. Prasad Rao a/w. Ms. Devika Purav for the Applicants.

Mr. S.V. Gavand, Addl. PP for the State.

Mr. Dheeraj I. Jain for Respondent No.2.

**CORAM : RAVINDRA V. GHUGE &
RAJESH S. PATIL, JJ.**

DATE : 8th JANUARY, 2025

P.C. :-

1. When this matter was heard on 15th March, 2024, this Court [Coram : Prakash D. Naik and N.R. Borkar, JJ.] passed the following order :

It is contended that the applicant No.1 is the Chief Executive Officer of Janakalyan Sahakari Bank Ltd (JSBL). The applicant No.2 was the then Assistant General Manager in the Credit Department of said bank. He has left the bank and presently working with Saraswat Bank. The applicant No.3 is Assistant General Manager of the Bank. The applicants are challenging the FIR dated 26.10.2023 registered with Chembur police station vide Crime No. 627 of 2023 for offence under Sections 420, 465, 467, 471, 468, 120-B of the Indian Penal Code.

2. It is submitted that the respondent No.2 is one of the Guarantor and Director of the borrower company M/s. Yashyog Infrastructure

Development Private Ltd. to whom Bill Discounting facility was advanced by the Bank.

3. It is alleged that the complainant is in the business of construction. Contracts were taken from MEP Infrastructure & Development Ltd. (MEPIDL) for construction of Goa Mumbai Highway. Against Bills, MEPIDL deposited amount into the account of the complainant. The balance amount was to be deposited by MEPIDL. The complainant was informed that current account will have to be opened with JKSB. MEPIDL paid amount towards bills to the complainant. MEPIDL requested for documents with the complainant for arranging 10 crores. The complainant realised that the documents indicated that Bill Discounting being sanctioned in the name of complainant's company. Amount was credited into the complainant's account. Thus bill amount was paid by MEPIDL from JKSB. Thereafter JKSB filed case for recovery of loan on 11.03.2020 against the complainant. Signatures of complainant and his wife were forged. The Bank and MEPIDL fabricated documents.

4. It is submitted that the FIR is false. It is lodged to intimidate the bank officials from pursuing recovery proceedings. Bank had sanctioned Bill Discounting facility of 10 crores as per sanction letter. Amount of Rs.8,98,34,810.40 was received by the respondents in current account of borrower company maintained with JKSB. The documents were executed by borrower company and guarantors at the office of Bank. The borrower company addressed letters making reference to Bill Discounting amount. Recovery application was served upon borrowers. No role is attributed to the applicants. No offence is made out.

5. Issue notice to respondent No. 2, returnable on 11.06.2024. In the meantime, no coercive action

shall be initiated against the applicants qua the impugned FIR.

2. After passing of the above order, the circumstances have taken such a turn that the matter can be resolved by the Applicants by tendering the no dues certificate to the Credit Information Bureau (India) Limited [CIBIL].

3. The learned Advocate for the Applicants has tendered a copy of the earlier communication addressed to Yashyog Infrastructure and Development Pvt. Ltd., represented by Respondent No.2, indicating that there are no dues towards the Complainant. The copy of the said communication is taken on record and marked as 'X-1' for identification. Now the Applicants have submitted the no dues statement dated 4th January, 2025 to CIBIL. The same is taken on record and marked as 'X-2' for identification.

4. The learned Advocate for the Complainant submits that the issue can be closed in view of the above and the FIR can be quashed, by consent.

5. We find that the FIR bearing No.0627 of 2023 registered on 26th October, 2023 was a result of a commercial transaction between the parties. Considering X-1 and X-2, in the light of the law laid down by the Hon'ble Supreme Court in the case of *Narinder Singh & Ors. v/s. State of Punjab and Anr.*¹, this Criminal Application can be entertained.

6. In view of the above, **this Criminal Application is allowed** in terms of prayer clause – (b), by consent, which reads as under :

(b) The Hon'ble Court be pleased to quash and set aside the FIR No.627/2023 and proceedings pursuant thereto against the Petitioners, and to prevent the gross abuse of process of law.

(RAJESH S. PATIL, J.)

(RAVINDRA V. GHUGE, J.)

¹ (2014) 6 SCC 466