

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION**

CRIMINAL WRIT PETITION NO. 285 OF 2025

1. Umar Ismail Mujawar And

2. Shri Hussain Sardar Miya MujawarPetitioners

Versus

1. The State of Maharashtra and

2. Mr. Aslam Abdul Majid MunshiRespondents

Mr. Akhilesh Singh a/w Neetu Singh - Advocate for the Petitioners.

Mr. S. V. Gavand - APP for the Respondent-State.

Mr. Raviraj S. Gamare a/w Manoj Gaikwad a/w Subhangi Chorge –
Advocate for Respondent No. 2.

**CORAM : SARANG V. KOTWAL &
S.M. MODAK, JJ.**

DATE : 25th FEBRUARY 2025

P.C. :

1. This is a petition for quashing of the F.I.R. registered vide C.R. No. 59 of 2024 at Panvel City Police Station on 09.02.2024 under Sections 406 and 420 read with 34 of the Indian Penal Code.

2. Heard learned Counsel Shri Akhilesh Singh for the Petitioners, learned Advocate Shri Gamare for the Respondent No. 2 and learned APP Shri Gavand for the Respondent No. 1 -APP

3. The F.I.R. is lodged by the Respondent No. 2. He has stated that there was a plot of land bearing survey nos. 411 and 412 and final plot no. 210 at Panvel admeasuring 3360.09 sq. mtr.. It was owned by Subhan Shahadarga Trust, Panvel. Out of that area, part of 172 sq. mtrs. was within the Municipal limits of Panvel Municipal Corporation. The Petitioners were the Trustees of the said Trust. On 25.10.2016, the Petitioners had executed irrecoverable power of attorney, Memorandum of Understanding and authorization letter before the Notary. The irrecoverable power of attorney was registered before the Sub-Registrar Panvel Court on 25.10.2016. Those documents were in favour of Respondent No. 2-first informant. The F.I.R. mentions that before 2016, the Petitioners had entered into a development agreement dated 17.01.2005 with one Ramesh Jain/Proprietor of M/s Mahalaxmi Construction. It is the case of the informant that, he was told by the Petitioners that, they had cancelled that development agreement but no such documents were given to him. The plot was occupied by about thirty tenants. They could not be given alternate accommodation by M/s Mahalaxmi Construction. Therefore, the Petitioners had obtained Rs. 8 Lakhs from the informant and had entered into the Memorandum

of Understanding. They had also given no objection letter mentioning that nobody would object to the power of attorney. In spite of this background, the Petitioners had given their no objection for carrying out construction on the said plot. That no objection letter was given on 11.01.2020. Pursuant to their agreement, the informant had given alternate place to the slum dwellers and he was paying rent for those accommodations. He was paying Rs. 1,500/- per month to the Trust and Rs. 1000/- for M/s Mahalaxmi Construction. The allegations are that the Petitioners had not cancelled the development agreement with Ramesh Jain. There was no vacant plot available and yet the informant was given the rights to develop 1500 sq. mtrs. of the land. The amount paid by the informant to the Petitioners and also to the slum dwellers was misappropriated. On this basis the F.I.R. is lodged. The investigation is still going on.

4. In the meantime, the Parties went for mediation. It was successful; and the Respondent No. 2 has filed his affidavit. He has stated in his affidavit that, the present proceeding was one offshoot of the property dispute (i.e. Plot No. 210 at Panvel, Dist.: Raigad) between him and the Petitioners. The allegations made against the

Petitioners are on the basis of a certain information which he believed to be true at that time. He has further added that they have mutually agreed not to precipitate the matters further, bury the hatchet of enmity and go on with their respective lives, peacefully. The Parties have decided to withdraw all the criminal complaints as well as civil cases regarding Plot no. 210 situated at Panvel. He has given his specific consent for quashing of the C.R. No. 59 of 2024. The Respondent No. 2 is present in the Court. He is identified by his learned Counsel. He stated before the Court that, whatever he has stated in the affidavit is true and that he has no objection for quashing of this proceeding.

5. The dispute between the Parties was purely commercial and personal in nature. The allegations were restricted to the Petitioners. The allegations were made by the Respondent No. 2, and now he is withdrawing all these allegations. He has given specific consent for quashing of these proceedings.

6. In view of this, we are inclined to allow this petition. Hence, the following Order:-

ORDER

- (i) The Writ Petition is allowed.
 - (ii) The F.I.R. registered vide C.R. No. 59 of 2024 registered with the Panvel City Police Station under Sections 420, 406 read with 34 of the Indian Penal Code and the consequent proceedings are quashed and set aside.
7. Accordingly, the Writ Petition is disposed of.

(S.M. MODAK, J.)

(SARANG V. KOTWAL, J.)