

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

CRIMINAL WRIT PETITION NO.779 OF 2025

Neha Bakul Parekh

.....Petitioner

Versus

The State of Maharashtra
and another

.....Respondents

Mr. Parvez Memon, Advocate a/w. Yashowardhan Dixit, Mahesh Ahire, Valentina Sampson i/b. MZM Legal for the Petitioner.

Mr. Y.M. Nakhwa, APP for the Respondent No.1-State.

Mr. D.K. Shukla, Advocate i/b. Vicky Sharma for the Respondent No.2.

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

DATE : 07th FEBRUARY, 2025

P.C. :

1. This is a Petition for quashing of the FIR registered vide C.R. No.275/2024 dated 15.4.2024 at Borivali police station, Mumbai under Sections 420 read with 34 of IPC.

2. Heard Mr. Parvez Memon, learned counsel for the Petitioner, Mr. Y.M. Nakhwa, learned APP for the Respondent No.1-State and Mr. D.K. Shukla, learned counsel for the Respondent No.2.

3. The FIR is lodged by the Respondent No.2. He has

stated that he was residing at Shri Kedarnath Co-operative Housing Society Limited, Borivali [West], Mumbai. He came to know that his neighbouring flat was available for sale. One Amish Shah was staying there. The informant made inquiries with Amish Shah. He told the informant that the flat was in the name of the present Petitioner. Amish Shah himself had sold that flat to the Petitioner about one and half year ago. He further told the informant that he was residing in the flat by paying rent. After that Amish called the Petitioner's father. There was a common meeting in March, 2023 and it was decided that the informant would purchase that flat for Rs.95 Lakhs. The informant paid Rs.95 Lakhs out of which he had taken loan of Rs.82.60 Lakhs for purchasing the flat. The agreement for transfer of the flat was registered on 31.5.2023. Amish Shah himself was one of the witnesses for the registration. There was no reference that the flat was given on rent to Amish. After registration Amish sought time of around one month for entering into agreement for rent as he wanted to continue staying in the flat. However, subsequently no such agreement was executed. Amish Shah did not vacate the flat. According to Amish, the

Petitioner had taken heavy deposit from him and, therefore, till he received back his deposit he did not want to vacate the flat. Around ten months passed from the registration but the informant did not get his flat. On these allegations, the FIR was lodged. The main contention of the informant was that he was kept in dark about the arrangement between the Petitioner and Amish Shah.

4. The investigation is still in progress. In the meantime, Amish Shah filed S.C. Suit No.2062/2023 at City Civil Court, Borivali Division, Goregaon at Dindoshi of the Bombay City Civil Court against the Petitioner as well as the first informant. During pendency of that suit, the parties entered into consent terms. As per the consent terms, the informant was to get peaceful and vacant possession of the flat.

5. Pursuant to the same settlement between the parties, the Respondent No.2 i.e. the first informant has filed an affidavit-in-reply in the present Writ Petition giving his specific no objection for quashing of the FIR. In paragraph-4 of that affidavit, he has stated that he has no objection for quashing of the present FIR.

6. The informant/Respondent No.2 is present in the Court. He is identified by his learned counsel. The informant stated before the Court that he has got vacant and peaceful possession of the flat on 27.1.2025. There is no dispute pending between the parties in any manner. He has no grievance against the Petitioner.

7. It can be seen that it was purely personal dispute between all the parties concerned. All of them have settled the matter. The society at large is not involved. Therefore, we do not see any impediment in allowing this Petition.

8. Hence, the following order:

:: O R D E R ::

- i. The FIR being C.R. No.275/2024 registered at Borivali police station, Mumbai and the consequential proceedings, are quashed and set aside.
- ii. The Petition is disposed of accordingly.

(S.M. MODAK, J.)

(SARANG V. KOTWAL, J.)