

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CRIMINAL APPELLATE JURISDICTION

CRIMINAL WRIT PETITION NO.821 OF 2025

Play Ventures N. V.,

A Company registered office at 9, Abraham de
Veerstraat, Willemstead, Curacao, Netherlands
through its Managing Director, Mr. Anilkumar
Dadlani, presently based at Dubai, U.A.E.

...Petitioner

Versus

1. State of Maharashtra
Through the Senior Inspector of Police,
Nodal Cyber Police Station.

2. VIACOM 18 Group
Having its office at Zioon Bizworld,
Subhash Road, Vile Parle (East), Mumbai –
400 057, through its Vice President Legal,
Mr. Vinitchandra Sharma.

...Respondents

WITH

CRIMINAL WRIT PETITION NO.822 OF 2025

Gulamabbas Mohmedali Muni,
Age: 52 years, Occupation: Business,
Residing At: Address at 901, Fairmont,
15th Road, Khar, West, Mumbai

...Petitioner

Versus

1. State of Maharashtra
At the instance of Nodal Cyber Police
Station in C.R.No.4 of 2023.

2. Viacom 18 Group,
Office at : Zioon Bizworld, Subhash Road,
Vile Parle (East), Mumbai – 400 057,
through Mr. Vinitchandra Sharma, Vice
President Legal.

...Respondents

Mr. Tapan Thatte with Mr. Nikhil Waje i/b. Dipesh Mehta &
Associates, for Petitioner in WP/821/2025.

Mr. Aabad Ponda, Senior Advocate with Mr. Tapan Thatte i/b. Ms.
Siddhi Sawant, for the Petitioner in WP/822/2025.

Mr. V. B. Konde Deshmukh, Add. P. P., for the Respondent No.1-State in both the Petitions.
Mr. Jay Kumar Bhardwaj with Mr. Harsh Ramchandani, for Respondent No.2 in both the Petitions.

**CORAM: REVATI MOHITE DERE &
DR. NEELA GOKHALE, JJ.**
DATED: 12th FEBRUARY 2025

ORDER :- (Per Dr. Neela Gokhale, J.)

1. These aforesaid two Petitions are placed before us in view of the 'Not before order' passed by Justice Sarang V. Kotwal.

2. **Rule.** Rule is made returnable forthwith. Learned APP waives notice on behalf of the Respondent No.1-State and Mr. Jay Kumar Bharadwaj waives notice on behalf of the Respondent No.2 in both the Petitions. With consent of the parties, both the Petitions are taken up for final disposal.

3. Both the Writ Petitions pertain to the same C.R. i.e., C.R.No.4 of 2023 registered with the Nodal Cyber Police Station, Mumbai and hence, are being disposed off by this common order.

4. The Petitioners in both the Petitions seek quashing of C.C.No.PW/3700427/2024 pending before the Additional Chief Metropolitan Magistrate, 37th Court, Mumbai arising out of FIR bearing CR No.4 of 2023 dated 20th April 2023 registered with the

Nodal Cyber Police Station, Mumbai for the offences punishable under Sections 420, 120-B, 468 and 469 of the Indian Penal Code and Sections 43, 66 and 66-B of the Information Technologies Act, 2000 as well as Section 63 of the Copyright Act, 1957.

5. The Petitioner in Writ Petition No.821 of 2025 is a Company registered at Curacao, Netherlands and is engaged in the business of remote gaming activities and sports related business. The Petitioner in Writ Petition No.822 of 2025 is an employee of the aforesaid Company. He also claims to be conducting his business under the name and style of a Proprietorship Firm called 'Orange Advertising'. He is presently operating as Director of the said Firm and CEO of Sohail Khan Productionz. The Respondent No.2 is also a Company registered under the Companies Act, 1956.

6. It is the prosecution case, that the Petitioners unauthorizedly broadcast certain programs namely '*Asur*' '*Crackdown Web series*', '*Big Boss, a Reality show*', '*Nagin*' and '*Choti Sardarni*' and other series of Colors Channel in regional languages on various OTT Platforms. These programs were the paid content of the complainant/First Informant. It is also alleged in the F.I.R. that the owner of the Fair Play Website, i.e., the Petitioner Company herein unauthorizedly broadcast the Tata IPL, 2023. It is alleged that due to

this unauthorized broadcasting of TV shows and IPL series, the First Informant suffered a loss of about Rs.100 Crores. According to the First Informant, the Petitioners had no valid license or permission to broadcast the aforesaid contents. This led to the Respondent No.2 lodging the aforesaid FIR bearing CR No.4 of 2023 with the Nodal Cyber Police Station, Mumbai. The Investigating Agency investigated the crime and filed its Final Report before the Trial Court.

7. It appears that in the interregnum, the parties decided to amicably resolve their disputes. The parties have executed Settlement Agreement dated 24th January 2025. The Respondent No.2 has also filed a Consent Affidavit dated 27th January 2025 of one Vinit Chandra Sharma- an Authorized Representative of the Respondent No.2- Company in both the Petitions. The said Affidavits are duly affirmed before a Notary Public, Mumbai. The same are tendered in Court and are taken on record and marked 'X' for identification respectively.

8. In the said Affidavits, it is stated that the Respondent No.2-Company is a sole victim and there are no other victims in the said F.I.R. and chargesheet; and that the parties have amicably resolved all disputes arising from the said F.I.R. by executing the Settlement Agreement dated 24th January 2025. The Settlement Agreement records comprehensively the mutual understanding between the parties

to avoid prolonged dispute and litigation. It is stated that continuance of the proceedings before the Trial Court will serve no purpose.

9. The parties are present in Court. The Respondent No.2 is represented by its Authorized Signatory. The Consent Affidavit is supported by a Resolution passed by the Company authorizing Mr. Vinitchandra to represent it in the present proceedings. The Advocates of the respective parties have identified them. We have enquired with the parties and on questioning, they reiterate their stand in the Consent Affidavits and Settlement Terms. They further state that in view of the settlement, they have no objection to quashing of the FIR bearing CR No.4 of 2023 culminating in proceedings bearing CC No.PW/3700427/2024 pending before the Additional Chief Metropolitan Magistrate, 37th Court, Mumbai.

10. Considering the nature of the dispute, which is purely commercial in nature, relations between the parties, Settlement Terms filed by the parties and the Consent Affidavits of the Respondent No.2 and having regard to the judicial pronouncements of the Apex Court in the matter of *Gian Singh v. State of Punjab and Ors.*¹ and *Narinder Singh & Ors. v. State of Punjab and Ors.*², there is no impediment in allowing the Petitions.

1 (2012) 10 SCC 203

2 (2014) 6 SCC 466
Gaikwad RD

11. The Petitions are accordingly allowed.
12. The FIR bearing C.R.No.4 of 2023 culminating in proceedings bearing C.C.No. PW/3700427/2024 pending before the Additional Chief Metropolitan Magistrate, 37th Court, Mumbai are quashed and set aside.
13. The Petitioners as well as the Respondent No.2 - Viacom 18 Group are directed to pay the costs of Rs.2,50,000/- each i.e. Rs.5,00,000/- in total, as under:-

<i>Sr. No.</i>	<i>Amount of Costs.</i>	<i>Account Details</i>
1.	<i>Rs.2,00,000/- (Rs.1,00,000/- by petitioners and Rs.1,00,000/- by the respondent No.2.)</i>	<i>Bar Council of Maharashtra and Goa Advocate Aid Fund Account No.10996711937; Bank Name:State Bank of India; Branch Name:Mumbai Main Branch; IFSC Code:SBIN0000300.</i>
2.	<i>Rs.2,00,000/- (Rs.1,00,000/- by petitioners and Rs.1,00,000/- by the respondent No.2.)</i>	<i>Mumbai Police Welfare Fund bearing Account No. 465010100008693, IFSC No. UTIB0000465.</i>
3.	<i>Rs.1,00,000/- (Rs.50,000/- by petitioners and Rs.50,000/- by the respondent No.2.)</i>	<i>Account Name: The High Court Employees Medical Welfare Fund at Mumbai; Bank Name and Branch: Bank of India, Mumbai (Main) Branch Account No.: 000120110001337 IFSC Code: BKID00000001.</i>

14. The said costs to be deposited in the above accounts, within two weeks from today.

15. Stand over to **12th March 2025**, for recording compliance of the said deposit of costs.

16. Rule is made absolute in the aforesaid terms.

17. Petitions are disposed of accordingly.

18. All concerned to act on the authenticated copy of this order.

(DR. NEELA GOKHALE, J.)

(REVATI MOHITE DERE, J.)

SHAMBHAVI
NILESH
SHIVGAN
Digitally
signed by
SHAMBHAVI
NILESH
SHIVGAN
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