

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

CRIMINAL WRIT PETITION NO. 904 OF 2025

Anita Shekhar Deshpande

..Petitioner

Versus

The State of Maharashtra & Anr.

..Respondents

Mr. Anthony Steven i/b. Waqar N. Pathan for Petitioner.

Smt. M. M. Deshmukh, APP for State/Respondent.

Mr. Akshay H. Bankapur a/w. Pankaj Kate for the Respondent No.2.

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

DATE : 17 FEBRUARY 2025

PC :

1. This is a petition for quashing of the F.I.R. registered vide the C.R.No.354 of 2023 at Upnagar police station, Nashik City, on 14.09.2023, under sections 465, 468 and 471 of the I.P.C.

2. The F.I.R. was lodged by the Respondent No.2. The Petitioner and the Respondent No.2 are real sisters. The Respondent No.2 has stated in her F.I.R. that, she originally had purchased a flat at Gangapur in the year 1998. In the year 2011,

she sold that flat to her elder sister i.e. the present petitioner and purchased a bungalow from one Edmond D'Souza. The bungalow was at Nishant Garden. She started residing there. In the year 2018, she was in need of money for the education of her daughter in a foreign country. Therefore, she approached the petitioner who suggested to the informant that the informant should sell that bungalow to the petitioner and in lieu thereof she could take the flat. In addition, the difference of Rs.17 lakhs was paid by the petitioner to the Respondent No.2. Accordingly, the Exchange Deed was registered. The Respondent No.2 continued to stay in the bungalow.

3. In the year 2021, the petitioner gave additional Rs.15 lakhs to her. Thus, the petitioner had paid her Rs.32 lakhs. In the year 2022, the informant returned Rs.15 lakhs to her for cancelling the Exchange Deed. The amount of Rs.17 lakhs was balance which the informant was willing to pay to the petitioner. But the petitioner refused to cancel the Exchange Deed. Thereafter the petitioner tried to take the possession of the bungalow. Similarly, the petitioner also filed the civil suit bearing R.C.S.No.247 of 2023

for declaration regarding the same bungalow.

4. In the meantime, the Petitioner made an application before the Maharashtra State Electricity Distribution Co. Ltd. For transferring the electricity meter in her name. The main allegations are that, though the informant had not signed that form, the petitioner put her forged signature and got the meter transferred in her name. On this basis the F.I.R. was lodged.

5. Now the parties have settled the matter. The civil suit was withdrawn as compromised. The Respondent No.2 has filed her Affidavit giving consent for quashing of these proceedings. In that affidavit, the Respondent No.2 has given her clear consent for quashing of the present proceedings. She is present in the Court. She is identified by her learned counsel. She has stated before the Court that she has no objection for quashing of the proceedings as the matter is settled between the parties.

6. We have considered this situation. Though, there are allegations of forging of signature, the dispute between the parties is purely private in nature. The petitioner and the Respondent

No.2 are real sisters. Their property dispute is settled amicably. The civil suit is withdrawn as compromised through the consent terms. Therefore, continuation of the criminal proceedings will not serve any purpose. It would be abuse of process of law. Therefore, we are inclined to allow this petition.

7. Hence, the following order:

O R D E R

- i) The F.I.R. registered vide the C.R.No.354 of 2023 at Upnagar police station, Nashik City, on 14.09.2023, under sections 465, 468 and 471 of the I.P.C. is quashed and set aside.
- ii) The writ petition is disposed of.

(S. M. MODAK, J.)

(SARANG V. KOTWAL, J.)