

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CRIMINAL WRIT PETITION NO.1746 OF 2025

Uday Ghanshyam Naik and Anr. ...Petitioners

Versus

The State of Maharashtra and Another ...Respondents

SATISH
RAMCHANDRA
SANGAR

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SATISH RAMCHANDRA
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Date: 2025.04.17
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Mr.Suraj Naik – Advocate for Petitioners.

Mr.B.V.Holambe – Patil – APP for Respondent No.1 – State.

Mr.Pravin Sabban – Advocate for Respondent No.2.

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

DATE : 9th APRIL 2025

PC. :

1. This is a Petition for quashing of the F.I.R. lodged vide C.R. No.531 of 2024 at Kashimira Police Station on 24th October 2024 under Sections 318(4), 316(2), 3(5) of the Bharatiya Nyaya Sanhita, 2023 (“**BNS**”) and under Sections 8, 3 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (“**MOFA Act**”). The F.I.R. is lodged by the Respondent No.2.

2. The gist of the F.I.R. is that the Petitioner No.1 was
Satish Sangar

the developer and the Petitioner No.2 was the manager of that developer firm. They were to construct a building No.23 in the project by the name “Shree Shashwat”. The informant was to get Flat No.504 in the year 2017 for which the informant had paid Rs.46,29,500/- (Rupees Forty Six Lakh Twenty Nine Thousand Five Hundred). The building was not ready by 2017. Between 2017 to 2018, the rent of Rs.9,000/- (Rupees Nine Thousand) per month was given to him. It was to the tune of Rs.1,08,000/- (Rupees One Lakh Eight Thousand). It was paid by the developer to the informant but subsequently, neither the rent was paid nor the flat was given. Therefore, the F.I.R. is lodged.

3. Now, the dispute is settled between the parties. They have entered into the “consent terms”. The Respondent No.2 as well as his wife in whose name the flat was taken have filed their separate affidavits. They have given their specific “No objection” for quashing of the F.I.R. They have annexed the “consent terms” to their affidavit. There is a clause that the builder had given them allotment letter for different flat bearing Flat No.2103 in building No.20, admeasuring 620 sq.ft. (carpet area) on 21st floor in the project namely “Shree

Shashwat – II”.

4. The Respondent No.2 as well as his wife are present in the Court. They reiterated the contents of their affidavit and they stated before the Court, that they have “No objection” for quashing of the proceedings. The dispute between the parties is purely personal in nature. If, there are other victims, who have similarly suffered in these projects, we are reserving their rights to enable them to take appropriate legal course. However, the present F.I.R. is strictly between the Respondent No.2, his wife on one hand and the Petitioners on the other hand. The dispute is settled. Therefore, we are inclined to allow this Petition. Hence, following order:-

O R D E R

(i) The F.I.R. registered vide C.R. No.531 of 2024 at Kashimira Police Station, and the consequent proceedings arising out of it, are quashed and set aside.

5. With these observations, the Petition is disposed of.

(S.M.MODAK, J.)

(SARANG V. KOTWAL, J.)