

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CRIMINAL WRIT PETITION NO.2211 OF 2025

Manoj Suryakanat Lakhe

...Petitioner

Versus

The State of Maharashtra and Another

...Respondents

Mr.Kanaad Aphale – Advocate for Petitioner.

Smt.M.M.Deshmukh – APP for Respondent No.1 – State.

Ms.Gauri Nitin Helekar – Advocate for Respondent No.2.

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

DATE : 25th APRIL 2025

P.C. :

1. This is a Petition for quashing of the proceedings arising out of the C.R. No.252 of 2025 registered at L.T.Marg Police Station on 11th March 2025 under Sections 406, 420 of the Indian Penal Code, 1860 (“**IPC**”).

2. Heard learned counsel Aphale for the Petitioner and the learned APP Smt.Deshmukh for the Respondent No.1 – State.

3. The F.I.R. is lodged by the Respondent No.2. He was working with the Oriental Bank Employees’ Co-operative

Credit Society Limited as a Manager between 2013 to 2022. The audit of the said Credit Society was to be conducted between 2014-2018 at the instance of the Authorities of the Registrar for Co-operative Societies. For that purpose, the Petitioner was appointed as a Special Auditor. During that work, the informant i.e. the Respondent No.2, and the Petitioner came into contact with each other. During their interaction, the Petitioner told the informant that the Petitioner's wife was admitted to hospital, and he was in dire need of money. Therefore, on humanitarian grounds, the informant took loan of Rs.10,00,000/- (Rupees Ten Lakh) from his Credit Society. He took Rs.8,00,000/- (Rupees Eight Lakh) as loan, and Rs.2,00,000/- (Rupees Two Lakh) as overdraft. He transferred that amount in the account of the Petitioner's wife. Initially for some period between 2019 to 2024, the Petitioner paid the amount of Rs.5,39,000/- (Rupees Five Lakh Thirty Nine Thousand) which included part of the principal amount as Rs.1,59,038/- (Rupees One Lakh Fifty Nine Thousand Thirty Eight) and the interest of Rs.3,79,962/- (Rupees Three Lakh Seventy Nine Thousand Nine Hundred Sixty Two). But, after that, he stopped making any payment. He stopped responding

to the informant's calls. On this basis, the F.I.R. is lodged.

4. The parties have now settled the matter. The informant / Respondent No.2 has filed his Affidavit-in-Reply wherein he has stated that the Petitioner has repaid the entire loan amount including the interest to the tune of Rs.16,14,000/- (Rupees Sixteen Lakh Fourteen Thousand). Therefore, there is no dispute between the parties any more. The informant / Respondent No.2 has given his "*No objection*" for quashing of these proceedings.

The Respondent No.2 is present in the Court. He is identified by his learned counsel. The Respondent No.2 reiterated the contents of the Affidavit-in-Reply. He stated before the Court, that the amount as mentioned is paid by the Petitioner. The informant in turn has refunded the amount of loan, and the interest to the Credit Society. Therefore, there is no dispute pending any more.

5. Considering that, it was a personal commercial dispute between the Petitioner, and the Respondent No.2, nobody else was affected, and the Credit Society is refunded the entire loan amount no purpose would be served in continuation of the prosecution. Therefore, we are inclined to

allow this Petition. Hence, the following order:-

O R D E R

(i) The F.I.R. registered vide C.R.No.252 of 2025 at L.T.Marg Police Station is quashed and set aside.

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

(S.M.MODAK, J.)

(SARANG V. KOTWAL, J.)