

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**CRIMINAL APPELLATE JURISDICTION****CRIMINAL WRIT PETITION NO. 3486 OF 2025**

Dr. Ganesh Bhanudas Borade,
Age 30 years, Male, Occu: Medical Practitioner,
R/at Shushrushu Multi-Speciality Clinic,
Near Nakshatra Medical, Opp. Maharashtra
Medical, P.L. Lokhande Marg,
Chembur (w), Mumbai 89.Petitioner

Vs.

- 1) State Of Maharashtra
(At instacne of Tilak Nagar
Police Station)
- 2) XYZ (Victim),
Tilak Nagar Police Station,
Chembur, Mumbai.
(Org. Complainant)Respondents

Mr. Shubham Upadhyay for the Petitioner.
Mr. Ashish I. Satpute APP, for the Respondent-State.
Mr. Aryan K. Kotwal for the Respondent No.2.

**CORAM : A. S. GADKARI AND
RAJESH S. PATIL, JJ.
DATE : 16th JULY, 2025.**

JUDGMENT (Per A.S. Gadkari, J.):

1) Petitioner, accused in Sessions Case No.1004 of 2021 pending on the file of Additional Sessions Judge, Greater Mumbai, arising out of C.R.No.495 of 2021, dated 27th September, 2021, registered with Tilak Nagar Police Station, Mumbai, under Sections 376, 376(2)(n), 417 and 354 of the Indian Penal Code, have invoked jurisdiction of this Court under Article 226 of the Constitution of India, for quashing of the said crime with the consent of Respondent No.2, the informant.

2) Heard, Mr. Upadhyay, learned Advocate for Petitioner, Mr. Satpute, learned APP for Respondent No.1-State and Mr. Kotwal, learned Advocate for Respondent No.2. Perused record.

3) Mr. Upadhyay, learned Advocate for the Petitioner submitted that, due to the intervention of the family members and well wishers from the society, the parties herein have decided to amicably settled their disputes and differences and the Respondent No.2 has given her consent for quashing of the said crime. He therefore prayed that, the crime in question may be quashed with consent of the Respondent No.2.

4) Learned Advocate for the Respondent No.2 tendered across the bar her Affidavit of Consent dated 4th July, 2025, duly affirmed before the Assistant Registrar of this Court. The Respondent No.2 has signed the said Affidavit in Devnagari script. Learned Advocate for the Respondent No.2 submitted that, he has explained in detail the contents thereof to Respondent No.2 and thereafter she has affirmed the said Affidavit before

the Assistant Registrar of this Court, on 16th July, 2025.

4.1) It is stated in the said Affidavit that, when the communication between the Petitioner and the Respondent No.2 was abruptly broken, under emotional distress and psychological pressure, Respondent No.2 has lodged the said crime. That, she was emotionally vulnerable and misled by certain third parties to approach the police, rather than exploring personal redress. It is the reason, the Respondent No.2 has lodged the said crime. In paragraph No.5 thereof, the Respondent No.2 has given her voluntary and conscious unconditional consent for quashing of the said FIR and all consequential proceedings including Sessions Case No.1004 of 2021 pending before the Sessions Court, Mumbai. In paragraph No.6 thereof, the Respondent No.2 has stated that, the said Affidavit is filed voluntarily, out of her free will, without any pressure, inducement, coercion or undue influence from any quarter. In paragraph No.7 thereof, the Respondent No.2 has requested this Court to quash the said crime along with the consequential charge-sheet and Sessions Case No.1004 of 2021 in the interest of justice and to put a quietus to all disputes.

4.2) Respondent No.2 is personally present in Court and through her Advocate reiterates the contents of her Affidavit dated 4th July, 2025 and her no objection for quashing of the said crime in question.

5) Perusal of FIR and the statements annexed to the charge-sheet indicate that, when the Petitioner proposed the Respondent No.2 to become

his girl-friend, she acceded to his request. Petitioner also promised to marry with the Respondent No.2. The Respondent No.2 was major, aged more than 23 years at the time when entered into the said relations with the Petitioner. Perusal of FIR indicates that, the relations between Petitioner and the Respondent No.2 were consensual in nature.

6) In view of the above, we are inclined to quash Sessions Case No.1004 of 2021 pending on the file of Additional Sessions Judge, Greater Mumbai, arising out of C.R.No.495 of 2021, dated 27th September, 2021, registered with Tilaknagar Police Station, Mumbai, under Sections 376, 376(2)(n), 417 and 354 of the Indian Penal Code.

7) As we expressed our opinion for quashing of said crime, learned Advocate for the Petitioner on instructions submitted that, the Petitioner will pay a cost of Rs.1,00,000/- to Bar Council of Maharashtra and Goa's Advocate Academy and Research Center, within a period of two weeks from the date of uploading of the present Judgment on the official website of the High Court of Bombay. The said statement is accepted as an undertaking given to this Court.

8) We therefore direct the Petitioner to pay a cost of Rs.1,00,000/- to Bar Council of Maharashtra and Goa's Advocate Academy and Research Center within a period of two weeks from the date of uploading of the present Judgment on the official website of the High Court of Bombay.

8.1) Details of the bank Account for payment of cost are as under:-

Account Name :- BCMG'S Advocate Academy & Research
Center
Account Number :- 000120110001327
Bank Name :- Bank of India
Branch Name :- Mumbai Main
IFSC Code :- BKID00000001
Type of Account :- Current A/c

8.2) Petitioner to pay the said cost of Rs.1,00,000/-, within stipulated period as noted above and submit its receipt in the Registry of this Court.

9) In view of above and subject to payment of cost, Petition is allowed in terms of prayer clause (A).

10) It is made clear that, if the aforementioned cost is not paid within stipulated period as mentioned above, the Petition shall stand revived automatically and in that event, the trial Court will proceed with the said case expeditiously.

11) List the Petition on board on 11th August, 2025, under caption 'for reporting compliance' of present Judgment.

(RAJESH S. PATIL, J.)

(A.S. GADKARI, J.)

SANJIV
SHARNAPPA
MASHALKAR
Digitally signed
by SANJIV
SHARNAPPA
MASHALKAR
Date:
2025.07.24
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