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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
CRIMINAL WRIT PETITION NO. 3703 OF 2025

Rahulkumar Sashikant Mishra & Ors. ... Petitioners

V/s.

State of Maharashtra & Anr. ...Respondents

Mr.Gaurav Shukla (Thr. V.C.) for Petitioners.

Mr. Vinod Chate, A.P.P for Respondent No. 1 – State.

Mr.Priyatosh Tiwari for Respondent No.2.

Mr.Gawali, PSI, Khar Police Station, Mumbai present.

**CORAM : A. S. GADKARI AND
RAJESH S. PATIL, JJ.**

DATE : 15th JULY, 2025

PC.:-

1) Petitioners i.e. the husband (Petitioner No.1); father-in-law (Petitioner No.2); mother-in-law (Petitioner No.3), brother-in-law (Petitioner No.3); cousin brother-in-law (Petitioner No.4) and brother of Petitioner No.2 (Petitioner No.6) have filed present Petition for quashing of C.R. No. 0573 of 2024 dated 11th June, 2024, registered with Khar Police Station, Mumbai under Sections 498-A, 354, 354-C, 406, 509, 504, 506 and 34 of the Indian Penal Code, 1860 and Section 66(E) of the Information and Technology Act, 2000, with the consent of Respondent No.2, the informant.

1.1) Learned Advocate for Petitioners submitted that, till date, the Police have not filed charge-sheet in the present case. The said statement is accepted.

3) Mr.Tiwari, learned Advocate for Respondent No.2 tendered across the bar, her Affidavit dated 15th July, 2025, duly affirmed before a Notary Public. In the said Affidavit, the Respondent No.2 has given her consent and 'No Objection' for quashing of the crime in question. In Para No.(5) thereof, she has stated that the present Consent Affidavit has filed voluntarily and without any undue influence, coercion or pressure from the Petitioners or any other person.

3.1) Respondent No.2 is personally present in the Court and through her Advocate reiterates the contents of her Affidavit dated 15th July, 2025 and her 'No Objection' for quashing of the crime in question.

4) In view of the above, Petition is allowed in terms of prayer clause (a).

(RAJESH S. PATIL, J.)

(A.S. GADKARI, J.)