

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

Criminal Writ Petition No. 4059 of 2025

M/s. La Mer Developers and others ... Petitioners
V/s.
Shri Jayesh Bhupendra Gandhi and ors. ... Respondents.

Mr. Omprakash Parihar	Advocate for the Petitioners.
Mr. H.J. Dedhia	APP for the State.

CORAM : S.M. MODAK, J

DATE : 30th July 2025.

P.C. :

Heard learned Advocate for the Petitioners.

2. The Petitioners pray for quashing Summary Case No.1620/2021 filed before the Court of JMFC, Panvel. My attention is invited to Memorandum of Understanding (MOU) Cum Settlement Agreement dated 19th April 2021 and more specifically Para No.10. It contains the table giving description of those cheques. Out of them Cheque No.082281 is a subject cheque involved in the complaint. Copy of complaint is at Page-73. Two contentions are raised. They are:

- (i) In the complaint the Complainant is concealing the fact of execution of Memorandum of Understanding dated 19th April 2021

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- (ii) Even though the party of second part i.e. the Complainant-Jayesh Gandhi has agreed to withdraw notice under Section 138 given in respect of that cheque and even has undertaken not to file case in respect of the said cheque.

3. The contention is by filing a complaint the Complainant-Respondent has breached the provisions of the MOU. This Court feels that these are disputed questions and it cannot be gone into in a writ petition.

4. Best course is open to the Petitioner to agitate all the issues before the trial Court at an appropriate stage. Writ Petition is disposed of as withdrawn. Liberty granted as prayed for.

5. It is made clear that this Court has not made any observations on merits of the case.

(S.M. MODAK, J.)