

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

WRIT PETITION NO.4586 OF 2025

CSL Infomedia Pvt. Ltd.

.. Petitioner

Vs.

The State of Maharashtra & Ors.

.. Respondents

...

Mr. James Bedi, through VC a/w Mr. Shubham Shinde i/by Mr. Ishaan Kapse, Advocates for the Petitioner.

Mrs. M. M. Deshmukh, APP for the Respondent No.1-State.

Mr. Pradip J. Jaiswal, Advocate for the Respondent No.2.

Mr. Anandrao Kashid, PSI, MIDC Police Station - present.

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**CORAM : SHREE CHANDRASHEKHAR, CJ &
GAUTAM A. ANKHAD, JJ**

DATE : 9th SEPTEMBER 2025.

P.C. :

Mr. James Bedi, the learned counsel for the petitioner and the respondent no.2, who is represented through Mr. Pradip Jaiswal, the learned counsel make a statement in the Court that the parties do not resile from the consent terms signed by the authorized signatory of the party which was filed in the proceedings being Commercial IP Suit No.1310 of 2019.

2. A copy of the order dated 11th March 2025 passed in the said Commercial IP Suit No.1310 of 2019 has been produced on record at page no.41 vide 'Exh.D' to this writ petition. In the order dated 11th March 2025, a learned single Judge of this Court has recorded that the consent terms marked as "X" was in the order and the suit was, therefore, decreed in terms of the said consent terms. The order dated 11th March 2025 reads as under:-

“ The learned counsel for the parties inform this Court that the disputes between the parties are now settled and that, consent terms have been executed. The consent terms are tendered. They are signed by the authorized signatory of the plaintiff and one of the directors of defendant No.1 i.e. defendant No.4, as also the respective advocates for the parties. The document authorizing defendant No.4 to sign the consent terms as one of the directors of the defendant No.1 is also annexed to the consent terms.

2. The consent terms are taken on record and marked 'X'.

3. The consent terms appear to be in order. The undertakings stated in the consent terms shall be treated as undertakings given to this Court. The parties to the consent terms are directed to abide by their respective obligations as per the consent terms.

5. The defendants have agreed to submit to a decree in terms of prayer clause (a) of the plaint. The suit is decreed as per the consent terms. Decree shall be drawn up accordingly.

6. A soft copy of the consent terms shall be uploaded as the second order in the matter. The hard copy, duly signed by the advocates appearing for the respective parties, shall be retained in the record and shall not be sent for destruction in the ordinary course.

7. The Court fees shall be refunded as per the Rules. For the purposes of Section 43 of the Maharashtra Court Fees Act and the proviso thereto, today's date shall be the date of making a claim for repayment. The Prothonotary and Senior Master shall proceed to issue a certificate for refund of Court fees on the basis of an authenticated copy of this order without insisting upon a separate application.

8. In the light of the suit being decreed, the pending applications are also disposed of.”

3. The respondent-Company has lodged a First Information Report on 8th February 2022 alleging commission of the offence under sections 63, 69 and 65 of the Copyright Act, 1957. The maximum punishment

provided under section 63 of the said Act is imprisonment extending upto three years with fixed minimum imprisonment of six months. There is no doubt that the commission of offence under the Copyright Act is not compoundable, but then, compromise between the parties shall be a relevant consideration for the Court exercising powers under Article 226 of the Constitution of India.

4. We have also in our mind the decision in “*B. S. Joshi v. State of Haryana*” (2003) 4 SCC 675 that in the trial the complainant in view of the compromise with the accused-petitioner may not support his own complaint and the trial proceedings would be a futility.

5. Writ Petition No.4586 of 2025 is allowed and, consequently, crime registered as FIR No.78 of 2022 at MIDC Police Station is quashed.

[GAUTAM A. ANKHAD, J.]

[CHIEF JUSTICE]