

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

CRIMINAL WRIT PETITION NO.5523 OF 2025

- | | |
|---|------------------|
| 1. Pandurang Pundlik Gharat, |] |
| R/at Gavhan, Tal. Panvel, Dist. Raigad |] |
| 2. Santosh Savalaram Bhagat, |] |
| R/o. Shelghar, Gavhan, |] |
| Tal. Panvel, Dist. Raigad |] |
| 3. Amar Kesarinath Mhatre, |] |
| R/o. Bamandonggari, Vahal, Dist. Raigad |] |
| 4. Siddhesh Navnath Gharat, |] |
| R/o. Ulwe Node, Sector-8, Kopar, Raigad |] .. Petitioners |
| Versus | |
| 1. State of Maharashtra, |] |
| Through Nhava Sheva Police Station |] |
| 2. Kailash Shankar Mhatre, |] |
| R/at Sarsole Goan, Sector-6, |] |
| Nerul (West), Navi Mumbai. |] .. Respondents |

Mr. Prashant Darandde, i/b. Mr. Amol Patil, Advocates for the Petitioners.

Mr. K.V. Saste, Additional Public Prosecutor for Respondent No.1.

Mr. Dewang S. Mhatre, Advocate for Respondent No.2.

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

DATE : 4TH NOVEMBER 2025.

PER, GAUTAM A. ANKHAD, J. :

The present petition is filed under Article 226 of the Constitution of India and section 528 of the Bharatiya Nagarik Suraksha Sanhita 2023, seeking quashing by consent, of FIR dated 30th November 2024 bearing C.R. No.191 of 2024 registered with Navha Sheva Police Station.

2. The FIR arises from a dispute between the parties in relation

to a land transaction at Gavhan Village, Panvel, Raigad. It is the case of respondent no.2 (the informant) that the Petitioners dishonestly sold the subject land to him, despite being aware that it had been acquired by CIDCO. The Petitioner's anticipatory bail application was rejected by the learned Additional Sessions Court, Panvel, and but was thereafter granted by a learned single Judge of this High Court.

3. The parties have since amicably resolved their dispute. Part-payments have been made in terms of the Consent Terms dated 30th September 2025 filed in Criminal Application Nos.308 of 2025, 309 of 2025 and 310 of 2025, under which the parties agreed upon a schedule for payment of the balance consideration and further agreed to initiate proceedings for quashing of FIR bearing C.R. No.191 of 2024. In view thereof, the said Criminal Applications were withdrawn, and the parties now jointly seek quashing of the FIR.

4. Mr. Mhatre, learned counsel for respondent no.2, has tendered a consent affidavit dated 31st October 2025, recording that the respondent no. 2 has received a sum of ₹1,75,00,000/-, over and above the amount referred to in the FIR, towards full and final settlement of all disputes between the parties. It is confirmed that the Consent Terms dated 30th September 2025 have been fully acted upon. The said affidavit is taken on record and marked "X" for identification.

5. In the case of *"Gold Quest International (P) Ltd. v. State of T.N."*, (2014) 15 SCC 235, it has been held that in civil property disputes with criminal facets, if the parties have entered into settlement, the proceedings ought to be quashed. In the present case, as the parties have amicably resolved their dispute and the

agreed consideration is paid to respondent no.2, we are of the view that no fruitful purpose would be served by continuing the prosecution. It would, therefore, be in the interest of justice to quash FIR bearing C.R. No.191 of 2024. Accordingly, the present Criminal Writ Petition No.5523 of 2025 is allowed in terms of prayer clause (a), which reads as follows:

“The Hon’ble Court be pleased to quash and set aside the FIR dated 30.10.2024 bearing C.R. No.191 registered at Nhava Sheva Police Station, Navi Mumbai for offences punishable under section 420, 406, 120-B, 504, 506 & 34 of IPC against the Petitioners, on such terms and conditions as this Hon’ble Court may deems, fit and proper in the facts and circumstances of the case.”

[GAUTAM A. ANKHAD, J.]

[CHIEF JUSTICE]