

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CRIMINAL APPELLATE JURISDICTION

CRIMINAL APPLICATION NO. 233 OF 2025

Prabhat Kumar Tiwari]
 Age – 52 Years, Occ : Service,]
 R/o. C-702,]
 Rohan Lehar Co Op. Hsg.Soc.]
 Phase – I, Off Pune Bangalore Highway]
 Baner, Pune – 411 045] ...Applicant

V/s.

1. State of Maharashtra]
 [Through Paud Police Station,]
 Pune Rural Vide CR No.8/2025]]
2. Punit Singbalvir Singh]
 Age – 45 Years, Occu.-Business,]
 R/o.-Flat No. 1003, Tower 22,]
 Lodha Belmondo, Gahunje,]
 Tal.Mulshi, Dist. Pune]
3. Vibfem Equipment Pvt. Ltd.]
 A Company registered under]
 Indian Companies Act]
 through its Director – Prasad Kulkarni]
 Age – 52 Years, Occu.-Business,]
 R/o.- Flat No.209, Greenland Society,]
 Krush Nagar, Chinchwad,]
 Pune – 411 019] ...Respondents

Mr. Priyal G. Sarda for Petitioners.

Smt. Savita M. Yadav, A.PP. for Respondent No. 1 – State.

Mr.Bhushan Walimbe for Respondent Nos.2 and 3.

Mr. S.P.Shendge, PSI, Paud Police Station, Pune present.

CORAM : A. S. GADKARI AND
RAJESH S. PATIL, JJ.
DATE : 10th JULY, 2025

JUDGMENT (Per : Rajesh S. Patil, J.):-

1) Present Application is filed under Section 518 of Bharatiya Nagarik Suraksha Sanhita, 2023 for quashing of FIR No. 8 of 2025 dated 4th January, 2025, registered with Paud Police Station, Pune, under Sections 406, 408, 477A of the Indian Penal Code, 1860 and Sections 66(C) and 66(D) of Information Technology Act, 2000.

2) Learned Advocate appearing for Respondent No.2 submitted that, Applicant and Respondent No.2 have amicably settled their disputes and differences and Respondent Nos. 2 and 3 have affirmed their Affidavits both dated 21st February 2025, affirmed before the Superintendent, District Court, Pune. He tendered across the Bar both Affidavits dated 21st February, 2025, of Respondent Nos. 2 and 3.

2.1) It is stated by Respondent No.2 in his Affidavit, in Para No. 4 that, by an Settlement Agreement i.e. MOU (Memorandum of Understanding), the parties have agreed that there shall be no further claims, disputes or legal proceedings between them regarding the matters settled in the said MOU. In Para No. 15 thereof, Respondent No.2 has given his 'No Objection' for quashing of the crime in question.

2.2) It is stated by Respondent No.3 in his Affidavit, in Para No.4 that, by an Settlement Agreement i.e. MOU (Memorandum of

Understanding), the parties have agreed that there shall be no further claims, disputes or legal proceedings between them regarding the matters settled in the said MOU. In Para No. 14 thereof, Respondent No.3 has given his 'No Objection' for quashing of the crime in question.

3) Respondent Nos.2 and 3 are personally present in Court and reiterates the contents of their Affidavits dated 21st February, 2025, and their 'No Objection' for quashing of the crime in question.

4) In view of the above, we are inclined to quash FIR No. 8 of 2025 dated 4th January, 2025, registered with Paud Police Station, Pune.

5) As we expressed our opinion for quashing of FIR No. 8 of 2025 dated 4th January, 2025, registered with Paud Police Station, Pune, Mr. Sarda, learned Advocate for Applicant on instructions submitted that, the Applicant will pay a cost of Rs.1,00,000/- to the Bar Council of Maharashtra and Goa's Advocate Academy and Research Center, within a period of two weeks from the date of uploading of present Judgment on the official website of the High Court of Bombay. The said statement is accepted as an undertaking given to this Court.

5.1) We therefore direct the Applicant to pay a cost of Rs.1,00,000/- to the 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 and submit its receipt(s) in the Registry of this Court.

5.2) As Applicant is successful in bringing Respondent Nos. 2 and 3 across the table for settlement, Mr.Walimbe, learned Advocate for Respondent Nos. 2 and 3 on instructions submitted that, Respondent Nos. 2 and 3 will also pay a cost of Rs.2,00,000/- jointly or severally, to the 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.

5.3) We therefore direct Respondent Nos. 2 and 3 to pay a cost of Rs.2,00,000/- jointly or severally, to the 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.

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

Account Name	:	BCMG'S Advocate Academy & Research Center
Bank and Branch	:	Bank of India, Mumbai Main
Account Number	:	000120110001327
Type of Account	:	Current Account
IFSC Code	:	BKID0000001

- 6) Applicant and Respondent Nos. 2 and 3 to pay the aforestated cost within stipulated period as noted above and submit its receipt(s) in the Registry of this Court.
- 7) In view of the above and subject to payment of cost by both the Applicant and Respondent Nos. 2 and 3, within stipulated period as noted above, the Application is allowed in terms of prayer clause (a).
- 8) It is made clear that, if the cost is not paid within stipulated period as mentioned above, Application shall stand revived automatically and in that event, the Investigating Officer will proceed with the said case expeditiously.
- 9) List the Petition on board on 11th August 2025, under the caption 'For Reporting Compliance' of present Judgment.

(RAJESH S. PATIL, J.)

(A.S. GADKARI, J.)