

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

**CRIMINAL APPLICATION NO. 337 OF 2025**

Asiya Hanif Tandel .....Applicant  
Versus

1. The State of Maharashtra and

2. Jhanvi Bangar .....Respondents

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Mr. Sufian Qureshi a/w Shakshil I. Pangarkar - Advocate for the Applicant.

Mr. S. R. Agarkar - APP for the Respondent-State.

Mr. Anees Shaikh – Advocate for Respondent No. 2.

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**CORAM : SARANG V. KOTWAL &  
S.M. MODAK, JJ.**

**DATE : 01<sup>st</sup> APRIL 2025**

**P.C. :**

1. This is an application for quashing of the C.R. No. 782 of 2024 registered at Mahatma Phule Police Station on 06.08.2024 under Section 318 (4) and 316 (2) of the Bharatiya Nyay Sanhita, 2023 (“BNS”).

2. The Parties have settled the matter and this application is pursued on the ground of the settlement between the Parties. The gist of the F.I.R. is that the Applicant had taken Maruti Swift Dezire

car on loan from a Finance Company. She wanted to sell that car. The Respondent No. 2 who had lodged the F.I.R. showed interest in purchasing that car. The Respondent No. 2 had given some of her vehicles for online taxi business conducted by some other party. The Respondent No. 2-first informant decided to purchase that car for Rs. 5,62,800/-. Out of which she paid Rs. 1,20,000/-. There was pending installments to the tune of Rs. 4,42,800/- and the installment was Rs. 10,800/- per month and 41 installments were still due. The Respondent No. 2 agreed to purchase that vehicle with the stipulation to pay the installments. She actually paid Rs. 1,20,000/- and had given 26 blank cheques. The car was given in her possession. She had given it to the online taxi service. But in the meantime, the installments were not paid. The Finance Company took away the vehicle. The Respondent No. 2 contacted the Applicant. It transpired that the Applicant had sold that vehicle to a third party. The Finance Company took the possession of that vehicle. On this basis, the F.I.R. is lodged.

**3.** The sum and substance of the F.I.R. is that the first informant had paid Rs. 1,20,000/- and vehicle was taken away from her. She had lost the vehicle and the amount which she has paid. Admittedly,

she has paid Rs.1,20,000/-.

4. Now the Parties have settled the matter. The Respondent No. 2 has filed her affidavit giving specific consent for quashing of the proceeding. She has stated in the affidavit that she has received Rs. 1,10,000/- and that she has voluntarily decided not to pursue the matter. She has given her specific consent for quashing of the F.I.R.. The Respondent No. 2 is present in the Court. She is identified by her learned Counsel. She reiterated the statements made in the affidavit. She stated before the Court that she is satisfied with the settlement and she has no objection for quashing of the proceedings.

5. The dispute between the Parties is purely personal and commercial in nature. The Respondent No. 2 had paid Rs. 1,20,000/- and received Rs. 1,10,000/-. She had used the vehicle for one month and she is satisfied with this arrangement. She has no grievance for quashing of the F.I.R..

6. Hence in this view of the matter, no fruitful purpose will be served by continuation of the proceedings. Therefore, we are inclined to allow this application. Hence, the following Order:-

**ORDER**

- (i) The Criminal Application is allowed.
  - (ii) The F.I.R. No. 782 of 2024, dated 06.08.2024 registered at Mahatma Phule Chowk Police Station for the offences punishable under Sections 316 (2) and 318 (4) of the Bharatiya Nyaya Sanhita, 2023 (BNS) and the consequent proceedings are quashed and set aside.
7. Accordingly, the Criminal Application is disposed of.

**(S.M. MODAK, J.)**

**(SARANG V. KOTWAL, J.)**