

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
CRIMINAL APPLICATION NO. 533 OF 2025

1. Adnan Fakhruddin Kanorwala
 2. Rashida Adnan Kanorwala
 3. Nafisa Fakhruddin Kanorwala
 4. Fakhruddin Kanorwala
 5. Nasir Gondanwala
 6. Rukaiya Gondanwala
 7. Hozefa Kanchwala
- ...Applicants

Versus

1. The State of Maharashtra
 2. Balu Dhatrak
- ...Respondent

Mr. Hrishekesh Mundargi a/w Ms. Shrishti Singh for the Applicants.

Mrs. Kranti T. Hiwarale, A.P.P for the Respondent-State.

Mr. Rajendra B. Mokashi for the Respondent No.2.

API – Mr. Bajarang Jagtap attached to Bandra Police Station, Mumbai, present.

**CORAM : REVATI MOHITE DERE &
SANDESH D. PATIL, JJ.
DATE : 12th NOVEMBER, 2025**

ORAL JUDGMENT (PER REVATI MOHITE DERE, J.) :

1. Heard learned Counsel for the parties.

2. Rule. Rule is made returnable forthwith with the consent of the parties and is taken up for final disposal.

3. Learned APP waives notice on behalf of the Respondent No.1 – State and Mr. Rajendra Mokashi waives notice on behalf of the respondent No.2.

4. By this application, the applicants seek quashing of the FIR registered vide C.R.No.1373 of 2024 with the Bandra Police Station, Mumbai, for the alleged offences punishable under Sections 421, 420, 419, 411, 408, 406, 403 r/w 34 and 120B of the Indian Penal Code as against the applicants with the consent of the original complainant i.e. Representative/Director of Ultra Live Space Private Limited.

5. According to the respondent No.2 / original complainant, the applicant No.1 was employed with M.J. Shah Group of Company's Ultra Live Space Private Limited, in the marketing Section in Mumbai. It is the respondent No.2's case that from 1st October,

2020 to 11th July, 2023, the applicants received offers from various production companies to conduct shoots in a building and that these companies included prominent names such as Dharma Production, Amazon Studio etc. It is respondent No.2's case that the applicants alongwith original accused No.2 and his accomplices attempted to defraud the company i.e. M/s Ultra Live Spaces Private Limited. Pursuant thereto, the respondent No.2 lodged the aforesaid C.R against the applicants and other accused.

6. As far as the applicants are concerned, the applicants are alleged to have misappropriated a sum of Rs.65,00,000/- from the respondent No.2 / company. It appears that post registration of the FIR, the parties amicably settled their dispute and entered into Consent Terms. The said Consent Terms were filed by some of the applicants i.e. Mr. Adnan Kanorwala and Mrs.Rashida Adnan Kanorwala and the respondent No.2 in Criminal Anticipatory Bail Application Nos. 3255 of 2024 and 3257 of 2024. The said Consent Terms are at 'Exhibit-B' at page 31 of the application. Clause (VI) of

the said Consent terms which is at page 37 of the application, reads thus:

“VI. That the Org. Complainant / First Informant agrees to remain present as and when directed by the court and to provide his consent during the proceedings for the quashing of FIR bearing C.R.No. 1373 of 2024 dated 24/09/2024.”

7. It appears from the Consent Terms that the applicants have paid a sum of Rs.65,00,000/- to the respondent No.2, pursuant to which, anticipatory bail was granted to the applicants in view of the Consent Terms.

8. Today, the Directors of respondent No.2 – M/s. Ultra Live Spaces Private Limited, Mr. Jignesh Shah and Tushar Shah have tendered their affidavits. Both the affidavits are taken on record.

9. Learned Counsel for the respondent No.2 states that the respondent No.2 have received the amount due and payable which was allegedly misappropriated by the applicants and as such, the Directors of the Ultra Live Spaces Private Limited have no objection if

the C.R. is quashed and set aside only *qua* the applicants.

10. Both the Directors of M/s. Ultra Live Spaces Private Limited are present in Court. They are identified by their respective Counsel. When questioned, they reiterate the contents of the affidavit. They state that the dispute has been amicably settled only between the applicants and M/s Ultra Live Spaces Private Limited and that, they have no objection if the FIR registered vide C.R.No.1373 of 2024 with the Bandra Police Station, Mumbai, is quashed and set aside only *qua* the said applicants.

11. Learned APP, on instructions, states that there is no forgery of any documents and the case pertains to misappropriation of money by the applicants.

12. Considering the nature of dispute, the Judgments of the Apex Court in this regard and the affidavits filed by the Directors of M/s. Ultra Live Spaces Private Limited, and the Consent Terms entered into by the parties, we deem it appropriate to allow the application.

13. Application is accordingly allowed. The FIR registered vide C.R.No.1373 of 2024 with the Bandra Police Station, Mumbai, is quashed and set aside only *qua* the applicants.

14. The applicants, together, and the respondent No.2 to deposit costs of Rs.50,000/- each with the Mumbai Police Welfare Fund bearing Account No. 465010100008693, Bank Name:Axis Bank, Branch Name:Upper Govind Nagar, IFSC No. UTIB0000465, within a period of two weeks from today.

15. Rule is made absolute on the aforesaid terms and the application stands disposed of accordingly.

16. Matter to be listed under the caption 'For Recording Compliance' on **3rd December, 2025**.

17. All concerned to act on the authenticated copy of this order.

SANDESH D. PATIL, J.

REVATI MOHITE DERE, J.