

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

CRIMINAL APPLICATION NO.756 OF 2025

1. M/s. R.A. Associates	]
2. Rajendra Khemchand Kothari	]
3. Sushil Rajendra Kothari	]
4. Ashok Khemchand Kothari	]
5. Vivek Khemchand Kothari	]
6. Pritam D. Bokadia	]
7. Kavita P. Bokadia	]
8. Rajiv Tejraj Agarwal	] ..Applicants

Versus

1. The State of Maharashtra,	]
Through Cuffe Parade Police Station	]
2. Rajkumar Saraf	] ..Respondents

Mr. Chandrabhushan Shukla with Mr. Ketan Bhosale and Mr. Fahad Qureshi, Advocates, i/by C.S. Legal Advocates for the Applicants.

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

Mr. Govind G. Ghogare with Mr. Siddharth V. Salvi, Advocates for Respondent No.2.

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

DATE : 9TH OCTOBER 2025.

Per, Gautam A. Ankhad, J.

The present Criminal Application is filed under section 482 of the Code of Criminal Procedure, 1972 seeking quashing, by consent, of First Information Report No.38 of 2025 dated 5th March, 2025 registered with the Cuffe Parade Police Station under sections 34, 120B, 406, 420, 465, 466, 468, 471 of the Indian Penal Code, 1860.

2. The respondent no.2, the original complainant, filed the above FIR against the applicants for a default on the repayment of loan of

Rs.5,00,00,000/- advanced by the respondent no.2 to the applicant no.1-Firm and its partners-the applicant nos.2 to 5. The Court is now apprised that the parties have resolved their disputes.

3. An affidavit dated 8th August 2025 is filed by the Respondent no. 2. The affidavit records that the applicants have proposed to repay the loan amount and settle the issue. The affidavit is taken on record and marked as "X." Mr. Ghogare, the learned counsel for the respondent no.2, reaffirms the contents of the affidavit and reiterates that there is no objection to the quashing of the FIR.

4. It is a settled proposition of law as held by the Hon'ble Supreme Court in "*Anita Maria Dias v. State of Maharashtra*", (2009) 3 SCC 290, that where the offences are predominantly of civil character, particularly arising out of commercial transactions, dispute should be quashed when parties have resolved the same. The present dispute arises out of failure of repayment of a loan where the parties have worked out a settlement. In such circumstances, continuation of the criminal proceedings would be an exercise in futility and would serve no meaningful purpose. In view of the above, Criminal Application No.756 of 2025 is allowed in terms of prayer clause (a), which reads as under:-

"(a) Hearing of the quashing petition be kept on/after 04.07.2025, within which date the Applicants undertake to this Hon'ble Court to pay the settled dues of Rs. 30,00,000/- to the Respondent No.2 (as mentioned in clause 4 of the Consent Terms). Pursuant to the same, Respondent No.2 shall file his NOC and affidavit for quashing the FIR; and thereafter this Hon'ble Court may be pleased to quash the FIR No. 0038 of 2025 registered by the Cuffe Parade Police Station (Respondent No.1) for the offences punishable U/s. 34, 120B, 406, 420, 465, 466, 468, 471 of IPC.;"

[GAUTAM A. ANKHAD, J.]

[CHIEF JUSTICE]