

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

CRIMINAL APPLICATION NO.954 OF 2025

- | | | |
|--|---|---------------|
| 1. Anheuser Busch InBev India Ltd., |] | |
| Through its Authorized Representative: |] | |
| Mr. Deepesh K. Pillai, age : 36 years, |] | |
| Having registered office at : |] | |
| 301-302, Dynasty Business Park, B Wing, |] | |
| 3 rd Floor, Andheri-Kurla Road, |] | |
| Mumbai-400059 |] | |
| Having corporate office at : |] | |
| 6 th Floor, Green Heart Building, MFAR, |] | |
| Manyata Tech Park, Phase IV, Nagavara, |] | |
| Bengaluru-560045 |] | |
| |] | |
| 2. Kartikeya Sharma, |] | |
| age 44 years, Indian Inhabitant, |] | |
| Having office address at : |] | |
| 6 th Floor, Green Heart Building, MFAR, |] | |
| Manyata Tech Park, Phase IV, Nagavara, |] | |
| Bengaluru - 560045 |] | .. Applicants |

Versus

- | | | |
|------------------------------------|---|----------------|
| 1. State of Maharashtra, |] | |
| Through Narpoli Police Station and |] | |
| Economic Offence Wing, Thane |] | |
| |] | |
| 2. Raj Kalyankar, |] | |
| Age : 40 years, Partner, |] | |
| M/s. Hybrid Corporation, |] | |
| Having address at : |] | |
| 110, Jaygopal Industrial Estate, |] | |
| Dadar (West), Mumbai – 400 028. |] | .. Respondents |

Mr. Aabad Ponda with Mr. Manavendra Mishra, Mr. Akhilesh Singh and Ms. Adithi Rao, Advocates, i/by Khaitan & Co., for the Applicants.

Mrs. M.M. Deshmukh, In-Charge Public Prosecutor with Mr. K.V. Saste, Additional Public Prosecutor for Respondent No.1-State of Maharashtra.

Mr. Aditya Parmar with Mr. Onkar Chaudhari, Advocates for Respondent No.2.

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

DATE : 25TH NOVEMBER 2025.

PER, GAUTAM A. ANKHAD, J.:

The present Criminal Application (along with other connected matters) is filed under section 528 of the Bhartiya Nagarik Suraksha Sanhita, 2023 seeking quashing of FIR bearing no. 1021 of 2025 registered with Narpoli police station which was subsequently transferred to the Economic Offences Wing, Thane City and renumbered as C.R. No.25 of 2025.

2. The applicant no.2 is the whole time director of the applicant no.1-company. The applicants are accused nos.1 and 2 respectively in the said FIR. A Distribution Agreement dated 18th January 2020 was executed between the applicant no.1 and the respondent no.2's partnership firm, M/s. Hybrid Corporation. Pursuant to the Distribution agreement, several monetary disputes arose between the parties. The reconciliation discussions between the parties were not successful. The applicant no.1 resorted to arbitration to call upon the respondent no.2 and his firm for payment of outstanding dues. However, an FIR was lodged at the instance of the respondent no.2 under sections 420 and 120B of the Indian Penal Code, 1860 with Narpoli police station. The respondent no.2 has levelled allegations against the applicants for not paying or adjusting the counterclaims/adjustments in the dues payable raised by the respondent no.2's firm.

3. The entire dispute between the parties stems from a commercial transaction and is of a civil nature. The parties have now amicably settled the dispute. A common Consent Terms dated

19th November 2025, executed on 14th November 2025 have been tendered across the bar. The terms are signed by the respondent no.2, applicant and other petitioners/applicants in the connected matters. The terms specify that the settlement amount due to the respondent no.2 will be paid by demand draft, to be handed over when the present petition is heard before this bench. Mr. Parmar, the learned counsel for the respondent no.2 has tendered a common affidavit-cum-undertaking on behalf of the respondent no.2 dated 21st November 2025 which reiterates the execution of the consent terms between the parties and his no objection to quashing of the FIR. Respondent no.2, who is present in the Court and identified by Mr. Parmar, reiterates the contents of the affidavit. Respondent no.2 has recorded his appearance and affixed his signature on a blank piece of paper, which shall now form part of the record. A copy of Demand Draft No.788969 dated 30th October 2025 of Deutsche Bank, Bangalore for an amount of Rs.8,08,50,000/- (Rupees Eight Crores Eight Lakhs Fifty Thousand Only) payable to the respondent no.2's firm is also taken on record.

4. It is a settled principle of law, as reiterated by the Hon'ble Supreme Court in "*K. Bharthi Devi v. State of Telangana*" (2024) 10 SCC 384, that certain offences which overwhelmingly bear civil flavour having arisen out of civil, mercantile, commercial, financial, partnership or such like transactions which have been settled amicably, the High Court would be justified in quashing the criminal proceedings. Respondent no.2 has received the settlement amount. In light of the same, the continuance of criminal proceedings in FIR No.1021 of 2025 would serve no fruitful purpose. **Criminal Application No.954 of 2025 is allowed** in terms of prayer clause (a) which reads as follows:

“(a) Quash and set aside the First Information Report bearing No.1021 of 2025 dated 7th August 2025 registered by the Narpoli Police Station, Thane and transferred to the Economic Offences Wing, Thane renumbered as C.R. No.25 of 2025 (impugned FIR) qua the petitioners.”

[GAUTAM A. ANKHAD, J.]

[CHIEF JUSTICE]