

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

CRIMINAL APPLICATION NO. 1007 OF 2025

1. Rajesh Habitat Pvt. Ltd.)
A Private Limited Company)
incorporated under the provisions of)
the Companies Act, having)
CIN:U70102MH2015PTC261492 and)
registered office at : 139, Seksaria)
Chambers, 2nd Floor, N M Road,)
Fort, Mumbai – 400 023.)
2. Priyal Kantilal Patel,)
45 years, Occupation: Business)
Address: 139 Seksaria Chambers,)
2nd Floor, N. M. Road, Fort,)
Mumbai 400023)
3. Pratik Harish Patel)
42 years, Occupation : Business,)
Address: 139 Seksaria Chambers,)
2nd Floor, N. M. Road, Fort,)
Mumbai 400023.)
4. Anuj Mulchand Patel)
66 years, Occupation : Business,)
Address: 139 Seksaria Chambers,)
2nd Floor, N. M. Road, Fort,)
Mumbai 400023.)
5. Rajesh Raghavji Patel)
62 years, Occupation : Business,)
Address: 139 Seksaria Chambers,)

2nd Floor, N. M. Road, Fort,)
Mumbai 400023.)

6. Kantilal Arjan Patel)
75 years, Occupation : Business)
Address: 139 Seksaria Chambers,)
2nd Floor, N. M. Road, Fort,)
Mumbai 400023.)

7. Harish Raghavji Patel)
70 years, Occupation : Business)
Address: 139 Seksaria Chambers,)
2nd Floor, N. M. Road, Fort,)
Mumbai 400023.)

8. Ajay Narsidas Patel)
64 years, Address : 601, 6th floor,)
Vikas Building, Garodia Nagar,)
Ghatkopar East, Mumbai 400 077.)

... Applicants

Versus

1. State of Maharashtra)
Through Economic Offence Wing)
Address : 3rd Floor, 25, Lokmanya Tilak)
Road, Police Colony, Dhobi Talao,)
Lohar Chawl, Kalbadevi,)
Mumbai 400 002)

2. Mr. Ajay Kamdar)
67 years, Occupation : Business,)
Address : Riddhi Siddhi, 35,)
Presidency Society, N.S. Road, No.6,)
J.V.P.D. Scheme, Mumbai- 400 056)

... Respondents

Mr. Ashok Mundargi, Senior Counsel along with Mr. Mihir Gheewala, Counsel along with Advocate Mr. Ishan Jani i/b Ishan Jani, for the Applicants.

Mrs. P. P. Shinde, Addl. P. P. for the Respondent No.1-State.

Mr. Sharad Bansal, Counsel along with Mr. Murtuza Federal, Mr. Veer Ashar, Mr. Sudarshan Satakar and Mr. Nikhil Jalan i/b Federal and Company for the Respondent No.2.

Mr. Ajay Kamdar, Respondent No.2-in-person, present

Mr. Sandeep Patil, P.I., EOW Mumbai.

**CORAM : REVATI MOHITE DERE &
SANDESH D. PATIL, JJ.**

DATE : 8th DECEMBER, 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 taken up for final disposal.
3. Mrs. P. P. Shinde, learned Addl. P. P. For Respondent No.1-State waives service on behalf of Respondent No.1-State and Mr.

Sharad Bansal, learned Counsel for Respondent No.2 waives service on behalf of Respondent No.2.

4. By this application, the Applicants seek quashing and setting aside of the F.I.R. registered vide C.R. No.111 of 2022 with the Economic Offence Wing (EOW), Mumbai (earlier registered vide C. R. No.427 of 2022 with the Meghwadi Police Station, Mumbai and consequently transferred to EOW). Quashing is sought on the premise, that the parties have amicably settled their dispute.

5. Perused the Application. It appears from the F.I.R. that there was a dispute between the parties pursuant to which the Respondent No.2 lodged the aforesaid F.I.R. with the Meghwadi Police Station alleging offences punishable under Sections 406, 420 read with Sections 120B and 34 of the Indian Penal Code. Subsequently, since the alleged amount was above 10 Crores, the investigation was transferred to EOW, Mumbai and accordingly,

C.R. was re-registered as C.R. No.111 of 2022 with the EOW, Mumbai.

6. It appears that there was a Commercial Suit, being Commercial Suit No. 180 of 2022 filed by the Vistra ITCL (India) Limited as against the Applicants, Respondent No.2 and others. In the said Commercial Suit consent terms were entered into between the parties. The said consent terms are at Exhibit 'C'-page 76 of the application. From a perusal of the consent terms, it appears, that the parties i.e. Applicants and Respondent No.2 have amicably settled their dispute and that **Defendant No.10 in the aforesaid Commercial Suit No. 180 of 2022 is to receive the amount as per the consent terms.** Chargesheet has not been filed in the said case till date. Pending the investigation, the parties have amicably settled their dispute.

7. The Respondent No.2 has tendered an affidavit on behalf of himself and his partner Dr. Jagruti Kamdar. In the said affidavit

the Respondent No.2 at whose behest the aforesaid C.R. is registered has given his no objection to the quashing of the aforesaid C.R. Paragraph 3 of the said affidavit reads thus:

“3. Applicant Nos.1, 2, 3, 5 and 7 and M/s. Anshuman Developers were also parties to Commercial Suit No.180 of 2022 filed by Vistra ITCL (India) Limited. I state that subsequent to the lodging of the FIR, disputes and differences inter alia between M/s. Anshuman Developers and Applicant Nos.1, 2, 3, 5 and 7 have been settled in terms of the Consent Terms dated 26th March 2025 filed in Commercial Suit No.180 of 2022. The said Consent Terms are, annexed at Exhibit C at Page 76 to the present Application. Clause 12 of the said Consent Terms also records that in the event the Applicant file the present application, the Consent Terms can be construed as consent to the quashing of the FIR.”

8. To the affidavit annexed, is the authorization given to the Respondent No.2's co-partner-Dr. Jagruti Kamdar. The Respondent No.2 is present-in-person. On being questioned, he reiterates what is stated by him in the affidavit. He states that he has no objection to the quashing of the aforesaid proceeding at his behest against the Applicants.

9. Considering the dispute, the nature of transaction, the consent terms entered into between the parties, the affidavit of Respondent No.2 and the judicial pronouncements in this regard, there is no impediment in allowing the application.

10. Hence, the Application is accordingly allowed and C. R. No.111 of 2022 registered with EOW, Mumbai (original C.R. No.0427 of 2022 registered in Meghwadi Police Station, Mumbai) is hereby quashed and set aside

11. Rule is made absolute in the aforesaid terms.

12. Application is disposed of.

13. Needless to state that, since the F.I.R. has been quashed and set aside, the Applicants account/ accounts frozen by the Police, be defreezed forthwith.

14. The Applicants together, undertake to deposit costs of Rs.2,50,000/- i.e.

(i) Rs.1,00,000/- to the Mumbai Police Welfare Fund, bearing Account No.465010100008693, IFSC No. UTIB0000465, Axis Bank, Branch-Lamington Road (Mumbai); and

(ii) Rs.1,00,000/- to the Bar Council of Maharashtra and Goa Advocate Academy and Research Center, A/c No. 000120110001327, Bank Name : Bank of India, Branch Name: Mumbai Main Branch, IFSC Code: BKID00000001; and

(iii) Rs.50,000/- to Tata Memorial Hospital, bearing Account No.1002449683, Bank Name: Central Bank of India, Branch: Tata Memorial Hospital, IFSC Code : CBIN0284241.

15. Respondent No.2 to also deposit cost of Rs.50,000/- with Tata Memorial Hospital as per details mentioned above. Costs be deposited within two weeks from today.

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

(SANDESH D. PATIL, J.)

(REVATI MOHITE DERE, J.)