

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
APPLICATION NO. 1382 OF 2025

Aditya Mahesh Pailkar & Ors ..Applicants

Versus

Nikita Aditya Pailkar & Anr ...Respondents

Dr Samarth Shrikant Karmarkar, with Sumitra P Jadhav, i/b
Karmarkar & Associates, for the Applicants.

Ms. Swapna Gogavekar, i/b Reshma Ravindra Apte, for Respondent
No.1.

Smt. Rashmi S Tendulkar, APP, for Respondent No.2-State.

CORAM: N. J. JAMADAR, J.

DATED : 19th DECEMBER 2025

ORDER:

1. The Applicants who are arraigned in CR No. 1084 of 2024 registered with Narpoli Police Station for the offences punishable under Sections 498A, 323, 504 read with Section 34 of the Indian Penal Code 1860 (“the Penal Code”) have preferred this Application to quash and set aside the prosecution, i.e., RCC No. 1215 of 2024 arising out of said CR No. 1084 of 2024.

2. The marriage of Applicant No.1 was solemnized with Respondent No.1-first informant. Applicant No.2 is the mother of Applicant No.1,

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Application No. 3 is the father of Applicant No.1. Applicant No.4 is a distant relative of Applicant No.1.

3. Respondent No.1 lodged report with Narpoli Police Station for the offence punishable under Sections 498A, 323, 504 read with Section 34 of the Penal Code. Post-conclusion of evidence, chargesheet came to be lodged leading to RCC No. 1215 of 2024.

4. In the wake of matrimonial dispute, proceedings were initiated before the Family Court as well. In the Marriage Petition No. A-330 of 2024 instituted by Applicant No.1 for dissolution of marriage, the disputes seem to have been amicably resolved. Consent Terms to dissolve the marriage by mutual consent have been executed.

5. Dr Samarth Karmarkar, the learned Counsel for the Applicants, and Ms. Swapna Gogavekar, the learned Counsel for Respondent No. 1, made a motion for quashing the prosecution with the consent of Respondent No.1.

6. Applicant No.1. and Respondent No.1 appeared before the Court. Upon being enquired, Respondent No.1 specifically stated that she had agreed for dissolution of marriage by mutual consent and executed the Consent Terms (Exhibit "B") dated 29th September 2025 before the Family Court at Bandra. Applicant No.1 has agreed to pay a sum of Rs.2,50,000/- towards full and final settlement and she has agreed to withdraw the proceedings initiated by her including the instant

prosecution and an Application filed under the Protection of Women from Domestic Violence Act, 2005. Applicant No.1 has also agreed to handover the ornaments, articles and other belongings as incorporated in the Consent Terms.

7. As the Consent Terms are executory in nature, the Applicant has paid a sum of Rs.1,25,000/- by way of pay order drawn in favour of Respondent No.1. The latter has passed receipt acknowledging the said payment.

8. In the aforesaid view of the matter, the Court finds that the genesis of the offences is in the matrimonial dispute between Applicant No. 1 and Respondent No.1, primarily. The parties have arrived at an amicable settlement of the dispute and have decided to bury the hatchet and move on in life. A comprehensive settlement of the dispute seems to have been worked out. Respondent No.1 does not appear to be in under coercion or duress.

9. In view of the enunciation of law in the case of **Narinder Singh & Ors Vs State of Punjab & Anr**,¹ the criminal cases having overwhelmingly and predominantly civil character particularly those arising out of commercial transactions or matrimonial relationship or family disputes can be quashed when the parties have resolved their entire dispute among themselves.

1 (2014) 6 SCC 466.

10. Applying the aforesaid principles to the facts of the case at hand, this Court is satisfied that the continuation of prosecution would be an abuse of process of Court and the quashing of the prosecution would advance the interest of justice as no fruitful purpose would be served by continuing the prosecution.

11. The Application thus stands allowed in terms of prayer clause (a).

[N. J. JAMADAR, J.]