

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR

CRIMINAL APPEAL NO.695/2023

(M/s. Annapurna Trader, Nagpur Vs. M/s. Sanchay Traders, Chindwada)

 Office Notes, Office Memoranda of Coram,
 appearances, Court's orders of directions
 and Registrar's orders

Court's or Judge's orders

Mr. A. R. Agrawal, Advocate for petitioner.
 Mr. P.A. Jibhkate, Advocate for respondent.

CORAM: M. M. NERLIKAR, J.

DATED : 16/10/2025.

Heard.

2. In this appeal, the impugned order passed under Section 256 of the Code of Criminal Procedure, wherein the complaint filed by the appellant was dismissed in-default and the accused was acquitted.

3. Today, both the learned counsel for the appellant as well as learned counsel for the respondent submits that the dispute between the parties have been amicably settled and the appellant does not want to prosecute the present appeal or the complaint. The learned counsel for the respondent submits that the settlement has arrived between the parties on the basis of payment equivalent to the amount of dishonoured check. He has placed on record the copy of Demand Draft ('DD') drawn in the name of 'Annapurna Traders Nagpur' who is the complainant/appellant. The DD is of Rs.40,148/-.

4. Both the learned counsel for the appellant as well as learned counsel for the respondent submits that in order to maintain business relation, they have arrived at

settlement. They have no grievance against each other.

5. Considering above facts and circumstances of the case, I deem it appropriate to accept the settlement between the parties. Accordingly, appeal is disposed of.

6. It is submitted by learned counsel for the respondent that initially this Court had issuedailable warrant. However, by an order dated 30.01.2023, respondent was released on bail on furnishing PR Bond of Rs. 25,000/- with one surety in the like amount. However, by an order dated 06.02.2023, this Court modified the condition of furnishing PR Bond of Rs. 25,000/- and ordered cash surety in the like amount, meaning thereby that cash surety of Rs.25,000/- was directed to be accepted. The learned counsel for respondent submits that cash surety was furnished before the Trial Court and therefore, same may be directed to be released.

7. Considering the settlement arrived between the parties, the matter is disposed of. Further, the Trial Court/ Court where cash surety is given, the same shall be returned to the respondent.

(M. M. NERLIKAR, J.)