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

CRIMINAL APPLICATION (APL) NO.1336 OF 2025

Bharat Ramesh Vaswani,
Aged about 34 Years,
Occupation : Business,
R/o. Rajnagar, Ganga Kaveri
Apartment, Nagpur,
Taluka and District Nagpur.

.... APPLICANT

// VERSUS //

1. State of Maharashtra,
Through Police Station Officer,
Police Station, Sitabuldi,
District Nagpur City.
2. Ghanshyam s/o Asandas Khemani,
Aged about 53 Years,
Occupation : Business,
Resident of LIG 1B, 15/108,
Hudco Colony, Nara Road,
Jaripatka, Nagpur.

.... NON-APPLICANTS.

Mr. S. R. Agrawal, Counsel for the applicant.
Mr. Nikhil Joshi, APP for non-applicant No.1/State.
Mr. Jayant Bachwani, Counsel for non-applicant No.2.

CORAM : URMILA JOSHI-PHALKE AND
NANDESH S. DESHPANDE, JJ.
DATED : 29/09/2025

ORAL JUDGMENT : [Per : URMILA JOSHI-PHALKE, J.]

1. **Admit.**
2. Heard finally with the consent of the learned Counsel
for the parties.

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3. Present application is preferred by the applicant for quashing of the First Information Report in connection with Crime No.240/2023 dated 11.04.2023 registered with Jaripatka Police Station, District Nagpur, for the offence punishable under Sections 420, 468 and 471 of the Indian Penal Code.

4. Heard learned Counsel for the applicant, who submitted that the crime is registered on the basis of report lodged by the informant non-applicant No.2, on an allegation that he is running the shop under the name and style as "Prince Collection Sadguru Mobile". In the year 2021 when he approached to the Zavron Finance Company for seeking finance to obtain the loan for purchasing the Laptop, at the relevant time, he came to know that some loan amount is outstanding against him. On due inquiry, it reveals to him that the present applicant has obtained some documents from him on account of execution of agreement and misused the said document and obtained the loan in his name. He submitted that now both parties have arrived at a settlement, as the dispute arose between them out of rent agreement. The informant is a tenant and the applicant is a landlord. Now, they have decided to settle all the disputes including the tenant and landlord dispute also. In view of that, they be permitted to settle the dispute by quashing of the FIR.

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5. The applicant and non-applicant No.2 are present. They have accepted the terms and conditions of the settlement and submitted before the Court that now they have decided to settle the dispute between them by way of settling all types of disputes which are arose between. The compromise terms are on record.

6. The applicant and non-applicant No.2 both are present before the Court, it is apparent that the dispute arose between them out of the tenant and landlord relationship. Now they have decided to settle the dispute, in view of that and considering the observation of the Hon'ble Apex Court in the case of **Gian Singh Vs. State of Punjab and another** reported in **MANU/SC/0781/2012** wherein the Hon'ble Apex Court has observed that where the High Court quashes a criminal proceeding having regard to the fact that the dispute between the offender and the victim has been settled, although the offences are not compoundable, it does so as in its opinion, continuation of criminal proceedings will be an exercise in futility and justice in the case demands that the dispute between the parties is put to an end and peace is restored, securing the ends of justice being the ultimate guiding factor. In this regard a specific reference was made to offences arising out of arising out of matrimony, particularly relating to dowry, etc. or the family dispute, where the wrong is basically to the victim but the

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offender and victim have settled all disputes between them amicably, irrespective of the fact that such offences have not been made compoundable. The High Court may, within the framework of its inherent power, quash the criminal proceeding or criminal complaint or FIR if it is satisfied that on the face of such settlement, there is hardly any likelihood of the offender being convicted and by not quashing the criminal proceedings, justice shall be casualty and ends of justice shall be defeated.

7. In view of these observations, the applicant has made out a case for quashing of the FIR, at the same time, it is to be noted that both the parties have used police machinery as well as Court machinery for settling their disputes and therefore, some costs requires to be imposed on them. In view of that, we proceed to pass following order:

ORDER

(i) The application is **allowed**.

(ii) The First Information Report in connection with Crime No.240/2023 dated 11.04.2023 registered with Jaripatka Police Station, District Nagpur, for the offence punishable under Sections 420, 468 and 471 of the Indian Penal Code be quashed subject to the costs of Rs.20,000/- [Rs. Twenty Thousand] by the applicant and Rs.20,000/- [Rs. Twenty Thousand] by the non-applicant No.2.

(iii) The costs be paid to the High Court Legal Services Sub-Committee, Nagpur.

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(iv) The compliance be reported to this Court.

The application is disposed of in the above said terms.

(NANDESH S. DESHPANDE, J) (URMILA JOSHI-PHALKE, J)

Sarkate.