IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

CRIMINAL APPLICATION NO. 4529 OF 2025

Vikas Gulabrao Jivrakh
VERSUS
The State Of Maharashtra And Another
...

Mr. S. B. Rajebhosale, Advocate for Applicant
Mr. S. R. Yadav Lonikar, APP for Respondents
Mr. A. V. Wadwale, Advocate for Respondent No.
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CORAM : S. G. CHAPALGAONKAR, J
DATE : MAY 07, 2026

PC :

1. The Applicant seeks to quash FIR No. 284/2024 registered with Kannad City Police Station, District Aurangabad for offences punishable under Sections 420, 465, 467, 468, 471, 472, 473 and 474 of Indian Penal Code.

2. The investigation was set on motion on basis of information given by Respondent No. 2 – Samadhan Madhukar Ekhankar (Recovery Officer of Siddheshwar Urban Cooperative Bank Ltd). In nutshell allegation in FIR that accused person obtained loan from bank. He has mortgaged agricultural land situated in Gut No. 45 at village Bibkheda, Tq. Kannad along with construction thereon. A registered mortgaged deed was executed and charge of Rs.48 lacs was to be taken. The Applicant accused provided 7/12 extract regarding charge in name of Bank were a manipulated document. Eventually, offence was registered.

3. The Applicant seeks quashment of aforesaid FIR on ground of dispute

between him and bank is already settled. The loan is cleared and no dues certificate is issued by Bank as entire loan amount is cleared. The affidavit-in-reply is filed on behalf of Respondent No. 2 whereby giving no objection for quashment of FIR along with authority letter issued by Bank in favour of Respondent No. 2 and no dues certificate issued by Bank. In paragraph nos. 4 to 6 of affidavit-in-reply, it is stated as under:

> 4. I along with Bank have no objection if the present FIR, being Crime No. 0284/2024 registered with Kannad City Police Station, and all consequential proceedings, are quashed and set aside by this Hon'ble Court.
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> 5. The dispute was purely financial and civil in nature, concerning loan repayment and revenue or mortgage entries.
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> 6. After settlement, all issues between the Applicant and the Bank have come to an end, and as on today no complaint, objection, or grievance remains from my side.

It is further stated in paragraph no. 12 that bank has no objection for quashing of FIR and consequential charge-sheet, if any.

4. In result, this Court find that there is genuine and amicable settlement between parties. At this stage, reference can be given to observations of Hon'ble Supreme Court in case of ***Narinder Singh and Others Vs. State of Punjab and another*** reported in (2014) 6 SCC 466, particularly para 31 which reads thus :

> *"31. Where criminal cases having overwhelmingly and pre-dominantly civil character, particularly those arising out of commercial transactions or arising out of matrimonial relationships or family disputes should be quashed when the parties have resolved their entire disputes among themselves. The*

possibility of conviction is remote and bleak and continuation of criminal cases would put the accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal cases."

5. In light of law laid down by Hon'ble Supreme Court in case of ***Narinder Singh*** (supra) and looking to nature of dispute and no objection given by Respondent – Bank, no purpose would be served by prosecuting criminal proceedings against Applicant on basis of FIR. Hence, Criminal Application is allowed in terms of prayer clause 'B' subject to payment of cost of Rs.25,000/- (Rupees Twenty Five Thousand Only) to Government Cancer Hospital, Chhatrapati Sambhajinagar within period of four weeks from today.

(S. G. CHAPALGAONKAR, J.)

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