



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

CRIMINAL WRIT PETITION NO. 1621 OF 2025

VIJAY YADAV HODGAR

VERSUS

THE STATE OF MAHARASHTRA AND ANOTHER

...

Mr. Govind Rangrao Ingole, Advocate for the Petitioner.

Mr. V. M. Lomte, APP for Respondents-State.

Mr. D. B. Rode, Advocate for Respondent No.2.

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CORAM : S. G. CHAPALGAONKAR, J.

DATED : 19th JANUARY, 2026.

P.C.:-

1. The petitioner seeks quashment of FIR dated 27.06.2025 in Crime No.399/2025 registered with Nandurbar City Police Station for offences punishable under Sections 74 and 75 of Bharatiya Nyaya Sanhita, 2023. The petitioner further seeks to quash and set aside criminal proceeding in pursuance to charge-sheet no.180/2025, which has been filed in pursuance to aforesaid FIR.

2. On complaint of respondent no.2 investigation was set in motion. In nutshell it has been alleged that respondent no.2 is in private service at Srinath Industries owned by petitioner. She alleges that on 25.06.2025 while she was on duty, petitioner outraged her modesty and caused sexual harassment to her. In pursuance to aforesaid information, FIR was registered, investigation was progressed and final charge-sheet bearing no.180/2025 is filed in Court of Chief Judicial Magistrate First Class, Nandurbar.

3. The petitioner and respondent no.2 appeared before this Court and submitted that they have amicably settled dispute. The compromise pursis is tendered before this Court, wherein terms of such settlement are reduced in writing and respondent no.2 withdrawn allegations made against petitioner and given no objection for quashing proceeding on the basis of compromise. The compromise pursis is taken on record and marked as 'X' for identification.

4. Parties were relegated to Registrar (Judicial) of this Court for verification of terms of compromise. The Registrar has given his report stating that parties have voluntarily entered into compromise without force or fraud and admitted contents of compromise pursis to be true and correct.

5. The learned APP vehemently opposes for recording of compromise on the ground that offences are serious in nature and non-compoundable. Reliance is placed on observations made by Supreme Court in case of *The State of Madhya Pradesh Vs. Laxmi Narayan and others (Criminal Appeal No.349/2019)* decided on **05.03.2019**).

6. Per contra, learned Advocates appearing for petitioner and respondent no.2 placed their reliance on law laid down by Supreme Court of India in cases of *Gian Singh Vs. State Of Punjab &*

Anr¹ and Narinder Singh Vs. State of Punjab and Ors.²,

wherein following observations are made:

“certain offences which overwhelmingly and predominantly bear civil flavour having arisen out of civil, mercantile, commercial, financial, partnership or such like transactions or the offences arising out of matrimony, particularly relating to dowry, etc. or the family dispute, where the wrong is basically to victim and the 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 F.I.R if it is satisfied that on the face of such settlement, there is hardly any likelihood of offender being convicted and by not quashing the criminal proceedings, justice shall be casualty and ends of justice shall be defeated.”

7. In light of aforesaid proposition of law, when parties have entered into compromise in relation to private dispute wherein individual attributions are made constituting non-compoundable offence, High Court can exercise inherent powers and quash and set aside criminal proceeding once it is noted that parties have genuinely settled their dispute.

8. In present case, reading of FIR and material in charge-sheet would show that allegations against petitioner were private in nature and do not have serious impact on society. Nothing is brought on record to show that petitioner has criminal antecedents or his conduct do not warrant exercise of inherent powers. On

¹ 2012 (10) SCC 303.

² (2014) 6 SCC 466.

other hand, terms of compromise pursis shows that there is genuine settlement between parties.

9. Parties are present in person before Court and accept that they have settled dispute. The respondent no.2 states before this Court that she do not want to proceed with prosecution in pursuance to FIR and charge-sheet filed against petitioner.

10. In light of aforesaid factual and legal aspects, this Court finds that continuation of prosecution would be abuse of process of law and wastage of judicial time.

11. At this stage, learned APP submits that investigating machinery was exerted in pursuance to registration of offence till filing of charge-sheet. Therefore, some cost needs to be imposed upon petitioner.

12. In result, Writ Petition is allowed in terms of prayer Clauses (C), (C-1) and (C-2) subject to payment of cost of Rs.10,000/- to Government Cancer Hospital, Chhatrapati Sambhajinagar within period of four weeks from today.

13. The compliance to be reported to this Court within period of five weeks from date of this order.

(S. G. CHAPALGAONKAR)
JUDGE