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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CRIMINAL APPLICATION NO. 1197 OF 2026

Sumit Sujon Chaudri .. Applicant

Versus

The State of Maharashtra & Anr. .. Respondents

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- Mr. Ankit Trivedi, Advocate for Applicant
- Ms. Shilpa G. Talhar, APP for State
- Mr. Sagar P. Paspohe, Advocate for Respondent No. 2 - Complainant

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CORAM : MILIND N. JADHAV, J.

DATE : AUGUST 18, 2026

P. C.:

1. Heard Mr. Trivedi, learned Advocate for Applicant; Ms. Talhar, learned APP for State and Mr. Paspohe, learned Advocate for Respondent No. 2 - Complainant.

2. The present Application is filed for quashing and setting aside of FIR, i.e. CR No. 0005/2023 registered with Gamdevi Police Station for the offenses punishable under Sections 465, 468 and 471 r/w 34 of the IPC and consequential chargesheet bearing RCC No. 613/PW/2023 pending before the learned Magistrate, 40th Court, Girgaon, Mumbai.

3. Initially, there were two accused persons. Accused No. 1 has expired in the interregnum. Accused No. 2 is the Applicant before me. Respondent No. 2 is the original complainant who had filed the

original complaint in view of the conduct of both the accused persons who despite them being the tenants of the building had forged rent receipts to enable them to transfer the electricity meter in their name. It is borne out from the record that the accused persons were already residing as tenants in the said building but the tenancy was in the name of the landlord. The complaint was filed because of the aforesaid dereliction.

4. *Prima facie*, no real loss as such has now been caused since the Applicant and the landlord have reconciled their dispute and differences and resolved the matter to the extent of the issue of transfer of tenancy as also to the extent of the attempt made by the original accused persons to transfer the electricity bill. Otherwise also, Accused No. 1 has expired in the interregnum. The present Applicant - accused No. 2 and the complainant have reconciled their differences and a consent affidavit is filed by the original complainant - Respondent No. 2 dated 25.06.2026 which is taken on record and marked as "Article X" for identification. Considering the contents of the said affidavit, the differences between the two parties are purely private in nature and both parties have decided to put a full stop to the same and the landlord himself states that he does not have any surviving grievance against the applicant, as also considering all intervening factors, the consent affidavit persuades the Court to quash

the proceedings. The complainant himself states that he does not wish to prosecute the proceedings and does not have any objection if CR No. 0005/2023 and RCC No. 613/PW/23 are quashed along with all consequential proceedings arising therefrom. Such confirmation and affirmation is given in clause (m) of the consent affidavit.

5. Parties have also filed consent terms dated 25.06.2026 reconciled between them, *inter alia*, with regard to the issue of tenancy *qua* the subject property, as also with regard to the pending RAE Suit which was pending at the then time since 2021 in the Small Causes Court. Said Consent Terms are also taken on record and marked **"Article X-1"** for identification. *Prima facie*, after going through the said Consent terms, I am of the clear opinion that since the parties have decided to put an end to their dispute (and this purely being a private dispute), it would be in the fitness of things if the said dispute is ended once for all so that the parties will be free to carry on with their respective lives. However, since the criminal law has been set into motion, I am of the opinion that Applicant pay costs to a charity for the same so that the Applicant cannot be allowed to go scot free. Hence, the Application is allowed subject to payment of costs.

6. Applicant is directed to pay costs of Rs. 25,000/- to **A.K. Munshi Yojana's J.T. Sheth Mandbuddhi Vikas Kendra**, a Special School imparting education and training to the needs of 150 special children

in the field of Education (Classes for 6 to 18 years), early intervention(upto 6 years) and vocational training (18 years above) having its school address and building at A.K. Munshi Yojana Chowk, 3rd Panjarapole Lane, C.P. Tank, Mumbai – 400 004 [Contact Nos. 22425513 / 22423654] registered under the Society Registration Act, XXI of 1980 under No. : 387/81 GBBSD and the Public Trust Act, XXIX of 1950 under No. F-6809. RCI Reg. No. 0163 within a period of two weeks from the date of uploading of this order as a condition for allowing the present Application and for quashing the FIR and chargesheet in the criminal case.

7. In view of the aforesaid observations and findings and consent given by Respondent No. 2 - complainant, I see no impediment in allowing the present Application. Hence, the Application is allowed in terms of prayer clause (a) which reads thus:

> *"(a) That this Hon'ble Court may be pleased to quash and set aside the FIR, charge-sheet and all consequential proceedings pertaining out of CR No. 0005/2023 registered with the Gamdevi Police Station under Sections 465, 468, 471 r/w 34 of Indian Penal Code filed at the instance of the Respondent No. 2 and the consequent chargesheet filed bearing RCC No. 613/PW/2023 pending before the learned Metropolitan Magistrate, 40th Court, Girgaon, Mumbai."*

8. All consequential proceedings arising out of the aforesaid two proceedings are quashed.

9. The Application is allowed and disposed.

10. List the matter on **1st September, 2026** for compliance of this order under the caption **"for Compliance".**

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[MILIND N. JADHAV, J.]

RAVINDRA MOHAN AMBERKAR

Digitally signed by RAVINDRA MOHAN AMBERKAR
Date: 2026.08.20 19:01:04 +0530