

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION**

CRIMINAL WRIT PETITION NO. 365 OF 2024

Motilal Gupta and others.

... Petitioners.

Vs.

The State of Maharashtra and another.

... Respondents

Ms.Aayushi Chauhan i/b. Manindra Pandey for the Petitioners.
Mr.S.V.Walve, APP for the Respondent-State.
Ms.Tanvi Purecha for Respondent No.2.

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**CORAM : RANJITSINHA RAJA BHONSALE , J.
DATED : 12th JANUARY, 2026.**

P. C. :-

Petitioners, accused in R.C.C. No.180/2024 pending on the file of Judicial Magistrate First Class, Belapur, Navi Mumbai arising out of C.R. No.0234/2018 dated 1st December 2018 registered with CBD Belapur Police Station, Navi Mumbai under sections 420, 406 and 34 of the Indian Penal Code and sections 3, 4 and 13 of the Maharashtra Ownership Flats Act, 1963, have invoked jurisdiction of this Court under Article 226 of the Constitution of India and section 482 of the Code of Criminal procedure seeking quashing of the said crime along with the chargesheet R.C.C. No.180/2024 filed before the learned Judicial Magistrate First Class, Belapur.

2. Learned Advocate for the Petitioners submits that during the

pendency of the said case, the Petitioners and Respondent No.2 have settled their disputes and differences and Respondent No.2 has now given consent for quashing of the crime in question. The learned Advocate submits that the claims of all the victims/ investors have been settled. She prayed that in view of the settlement, the said crime may be quashed with the consent of Respondent No.2.

3. Ms.Tanvi Purecha, learned Advocate appears for Respondent No.2. She submits that Respondent No.2 has filed an affidavit dated 30th January 2024 stating therein that he along other 21 victims expressed their desire to settle the disputes and have executed a Memorandum of Understanding (MOU) and finally settled the disputes and arrived at a settlement. In paragraphs-5 and 6 of the affidavit, Respondent No.2 has admitted that Petitioners have returned the amount taken by them and have agreed to pay interest at the rate of 9% per annum. In paragraph-7, Respondent No.2 acknowledged that the matter has been amicably settled and that there is no undue pressure, force or coercion and that he has voluntarily and willingly agreed for amicable settlement. That the Respondent No.2 does not want to pursue the criminal proceedings.

4. Respondent No.2 is personally present in the Court and through his Advocate reiterates the contents of his affidavit dated 30th January 2024.

5. By order dated 21st November 2025, learned A.P.P. was directed to verify the fact of settlement and file an affidavit to place on record whether the matter has been amicably settled with all the 21 investors and whether apart from 21 investors any other person has been cheated by the Petitioners. Accordingly, on 5th December 2025, learned A.P.P. has filed an affidavit of Mr.Ajay Nandkumar Chavan, Assistant Police Inspector attached to Economic Offences Wing, Mumbai dated 4th December 2025. Perusal of the said affidavit indicates that the Investigating Officer has verified the fact of settlement from all the 21 purchasers/investors including Respondent No.2 and has recorded their statements. The affidavit indicates that all the said investors have received the booking amount along with interest and there are no complaints against the Petitioners as of today.

6. Taking overall view of the matter and after considering the facts, I am inclined to quash R.C.C. No.180/2024 pending before the learned Judicial Magistrate First Class (7th Court), Belapur arising out of C.R.No.0234/2018 dated 1st December 2018 registered with CBD Belapur Police Station, Navi Mumbai.

7. In view of above, Petition is allowed in terms of prayer clause (a).

(RANJITSINHA RAJA BHONSALE, J.)