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

CRIMINAL WRIT PETITION NO.122 OF 2026

Mrs. Dipika Tharwani : Petitioner
Versus
State of Maharashtra & ors. : Respondents.

Mr. Karansingh Rajput a/w Mr. Fauzan Shaikh for the
Petitioner.

Mrs. Anuja Gotad, APP for the Respondent/State.

Mrs. Purva Naik for the Respondent No.2.

PSI Dinesh Palav, Marine Drive Police Station present.

CORAM : ASHWIN D. BHOBE, J.

DATED : 24 APRIL 2026

PC:-

1. At the outset, Mr. Karansingh Rajput learned Advocate for the Petitioner, seeks leave to amend to correct the name of the Complaint (Company) in the cause title (i.e. the Respondent No. 2) and further to correct the Criminal Case Number in the memo of the Petition as well as in the prayer clauses. The request made by Mr. Karansingh Rajput learned Advocate for the Petitioner, is not objected to by Mrs. Anuja Gotad learned APP for the Respondent-State and Mrs. Purva Naik learned Advocate for the Respondent No.2. In view of the no objection, leave to amend is granted. Mr Karansingh

Rajput requests permission to carry out the Amendment forthwith. Permission granted.

2. Heard Mr. Karansingh Rajput learned Advocate for the Petitioner, Mrs. Anuja Gotad learned APP for the Respondent-State and Ms. Purva Naik learned Advocate for the Respondent No.2.

3. This Petition under Article 226 of the Constitution of India and Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023, is filed by the Petitioner for quashing the FIR bearing No. 47 of 2021 registered with the Marine Drive Police Station (impugned FIR) for offences punishable under Sections 406 and 420 of the Indian Penal Code and for quashing the criminal proceedings bearing No. PW/331/2022 pending before the 8th Court, Metropolitan Magistrate, at Esplanade, Mumbai.

4. Mr. Karansingh Rajput learned Advocate for the Petitioner and Ms. Purva Naik learned Advocate for Respondent No.2, submit that the subject matter of the impugned FIR was a commercial dispute essentially between Respondent No.2 – Company (Complainant / Informant), Respondent No.3 (Accused No.1) and the Petitioner (Accused No.2). They submit that the commercial dispute concerned a transaction of Rs.2,00,000/- and the handing over of a mobile (I-Phone) by Respondent No.2 to Respondent No.3. They submit that the entire commercial dispute has been resolved between the parties. They submit that the Petitioner has refunded the

amount of Rs.1,75,000/- vide Demand Draft dated 17 March 2026. In view of the settlement arrived at between the parties, Respondent No.2 has no grievance against the Petitioner as well as Respondent No.3. They state that Respondent No.2 through its Authorized representative has affirmed an Affidavit dated 18 March 2026, giving no objection to the quashing of the impugned FIR against the Petitioner as well as Respondent No.3. They tender a copy of the Board Resolution dated 22 January 2026, passed by the Respondent No. 2- Company in its Meeting held at Manek Mahal, 90 Veer Nariman Road, Churchgate, Mumbai 400 020, authorising Mr. Shakir Shaikh to represent the Respondent No. 2 – Company before this Court and to do the needful for the quashing of the criminal proceedings, same is taken on record and marked as “A” for identification. They submit that the subject matter of the impugned FIR does not involve any public money or any amount pertaining to any public institution or financial institution. They therefore request the quashing of the impugned FIR and the criminal proceedings arising out of it.

5. Petitioner is present in the Court and is identified by her Advocate Mr. Karansingh Rajput. He tenders the Photostat copy of the Petitioner’s Identity Card, which is taken on record and marked as “X” for identification.

6. Mr. Shakir Anzar Ahmed Shaikh, the Authorized Signatory of Respondent No.2 – Company (Trikaal Theatres And Realty India Pvt. Ltd.) is present in the Court and is

identified by his Advocate Ms. Purva Naik. She tenders the Photostat copy of Respondent No.2's Identity Card, which is taken on record and marked as "**X-1**" for identification.

7. Ms Purva Naik, learned Advocate for the Respondent No.2, states that the Affidavit dated 18 March 2026 of Shakir Shaikh (authorised signatory of the Respondent No. 2-Company), affirmed before Notary S. K. Singh, is on record, and the same is marked with "**X-2**" for identification.

8. Mr. Shakir Shaikh, states that he is authorised to represent the Respondent No.2-Company. He states that he is conversant with the facts and the records of the Respondent No.2 -Company and has the requisite authority from the Respondent No.2 -Company, to appear, affirm and file the said Affidavit (X-2). He relies on document (A) to support his statements. Ms. Purva Naik learned Advocate for Respondent No.2, confirms the said statements made by Mr Shakir Shaikh, the authorised signatory of the Company.

9. Mr Shakir Shaikh states that Respondent No. 2-Company had filed the complaint through its then authorised representative Rajesh Gupta. He states that Respondent No. 2-Company has amicably resolved the dispute with the Petitioner and Respondent No. 3. In view of the settlement, the Company has resolved to settle the matter, to withdraw the complaint, and to give no objection to the quashing of the criminal proceedings. He states that the statements in the said Affidavit (X-2) are in accordance with the records and

instructions received from Respondent No. 2- Company. He submits that the statements in the said Affidavit (X-2) are true to his knowledge and as per his say. He states that the said Affidavit (X-2) is filed without any pressure or coercion from any person. He refers to paragraphs 1 to 7 of the Affidavit (X-2), which are transcribed herein below in verbatim:-

"1. I say that Mr. Rajesh Gupta the Respondent no. 2 in the above Petition was the First Informant/Complainant in FIR No. 47 of 2021 filed at Marine Drive Police Station and being an employee had acted for and on behalf of the Trikaal Theatres & Realty India Private Limited ("said Company").

2. The said Mr. Rajesh Gupta has since resigned and is currently not working for the said Company and I have taken over the roles and responsibilities of Mr. Rajesh Gupta.

3. I say that I am fully conversant with facts in the matter and am able to sign, execute and admit execution of Consent Terms in place of Respondent no. 2 as per the Resolution passed by the Company which is annexed hereto and marked as Exhibit A.

4. I say that I have been served upon the copy of the above Criminal Writ Petition filed by the Petitioner wherein Mr. Rajesh Gupta has been impleaded as Respondent No. 2. Respondent No. 2 had lodged FIR No. 47/2021 registered by Marine Drive Police Station for the offences punishable under Section/s 406 and 420 and 34 of Indian Penal Code with Respondent No. 1 against the Petitioner; for and on behalf of the company. The Respondent no. 1's investigation is completed and a chargesheet has been filed by the I.O. of the Marine Drive Police Station. However, the Petitioner has now approached the Company for settlement and has requested for the issue to be resolved amongst ourselves. I further say that I/company has settled all disputes and differences between me/company and the Petitioner amicably. I am therefore dy to withdraw the allegation/s mentioned in FIR No. 047/2021 registered at Marine Drive police Station for the offences punishable under sections 406 and 420 Of Indian Penal Code made against the Petitioner herein.

5. I say that the said offence was registered against the present Petitioner on the behalf of the complaint made

by the company.I say that I/company and the Petitioner have mutually agreed to put rest to all our differences and disputes amicably and to move ahead in life without any grievance and grudges. The Petitioner has also agreed to refund a sum of Rs1,75,000/- (Rupees One Lakh Seventy Five Thousand Only) vide Demand Draft dated 17th March, 2026 bearing No. 006410 drawn on Saraswat Bank, Pali Hill Branch, which the Petitioner has agreed to handover on the date of hearing.

6 *At the cost of repetition, in view of the aforesaid and on receiving the aforesaid amounts, I have no dispute left with the Petitioners and in view of the Criminal Writ Petition No. 122 of 2026 filed by the Petitioner, I give my "No-Objection" and consent for quashing of FIR No. 47/2021 registered by Marine Drive police Station for the offences punishable under sections 406 and 420 and 34 of the Indian Penal Code case bearing no.311/PW/2022 pending within the 08th Court of Metropolitan Magistrate, at Esplanade, Mumbai.*

7. *I am hereby filing this present affidavit as per my own will and I give my free consent to the prayers made by the Petitioner for quashing of and case bearing no. 311/PW/2022 pending within the 08th Court of Metropolitan Magistrate, at Esplanade, Mumbai without any force or coercion and hence I/company do not wish to pursue any legal proceeding against the Petitioners in the subject matter of the said FIR."*

10. Mrs. Anuja Gotad learned APP for the Respondent-State, submits that the commercial dispute between Respondent No. 2-Company, the Petitioner and Respondent No. 3 being amicably settled the Respondent No. 1-State does not object to the quashing of the impugned FIR and the criminal proceedings arising out of it. However, she submits that by giving a criminal flavour to the dispute, Respondent No. 2 set the police machinery in motion when it was otherwise not required and therefore she insists on the imposition of

exemplary costs on the Petitioner as well as Respondent No. 2.

11. Mr. Karansingh Rajput and Ms. Purva Naik, on instructions from the Petitioner and the Respondent No.2, submit that the appropriate costs would be paid.

12. Considering the facts mentioned above, the submissions of the learned Advocates for the parties, the nature of the dispute being predominantly civil between Respondent No.2, the Petitioner and the Respondent No.3, the dispute being amicably resolved and the Respondent No.2-Company having given no objection in the Affidavit (X-2), no useful purpose will be served by allowing the criminal prosecution to continue.

13. Having regard to the pronouncements of the Hon'ble Supreme Court in *Gian Singh vs State of Punjab*¹, *Narinder Singh and Ors vs State of Punjab and Anr*² and *Parbatbhai Aahir @ Parbatbhai vs The State of Gujarat*³, there is no impediment in allowing this Application/Petition.

14. In view of the above, subject to Petitioner paying costs of Rs.25,000/- and the Respondent No.2-Company paying costs of Rs.25,000/-, this Petition is allowed in terms of prayer clause (a). Payment of costs is a condition precedent.

¹ 2012 10 SCC 303

² 2014 6 SCC 466

³ 2017 9 SCC 641

Consequently, the impugned FIR and the criminal proceeding arising out of it are quashed.

15. The Petitioner and the Respondent No.2 shall deposit their respective costs in the below-mentioned Accounts within a period of three weeks from today and file in the Registry of this Court the compliance affidavit along with the proof of deposit on or before 08 June 2026.

a] The Petitioner shall deposit the amount of Rs.25,000/- in :-

Central Police Welfare Fund

Director General MS Mumbai

Account No: 914010029005759

Bank : Axis Bank Limited

Branch : Worli, Mumbai (M.H.), Mumbai - 400 025

IFSC Code: UTIB0000060

b] The Respondent No.2 - Company shall deposit the amount of Rs.25,000/- in :-

The High Court Employees Medical Welfare Fund at Mumbai

Account No.: 000120110001337

Bank : Bank of India

Branch : Mumbai Main

IFSC Code : BKID0000001

16. The Writ Petition No.122 of 2026 is disposed of.

(ASHWIN D. BHOBE, J.)