LAXMIKANT GOPAL CHANDAN
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# IN THE HIGH COURT OF JUDICATURE AT BOMBAY
# CRIMINAL APPELLATE JURISDICTION

## CRIMINAL WRIT PETITION NO.5042 OF 2025

Deepti Tandon
(Nee Deepti S Shete) & Anr. : Petitioners.
Versus.
State of Maharashtra & ors. : Respondents.

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Mr. Gaurav Jangle i/by Mr. Rajas Pingle for the Petitioners.
Mrs Rajeshree Newton, APP for the Respondent/State.
Mr. Karma Vivan a/w Adv. Neel Paralikar for Respondent No.3

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CORAM : ASHWIN D. BHOBE, J.

DATED : 25 March 2026

PC:-

**1.** Heard Mr. Gaurav Jangle, learned Advocate for the Petitioners, Mrs. Rajeshree Newton, learned APP for the Respondent/State and Mr. Karma Vivan, learned Advocate for Respondent No.3.

**2.** This Petition under Article 226 of the Constitution of India and Section 528 of the Bhartiya Nagarik Suraksha Sanhita, 2023, is filed by the Petitioners to quash the FIR bearing C.R. No. 27 of 2021 (impugned FIR) dated 21 May 2021, registered with the Cyber Police Station Pune, and Charge-sheet No. 2 of 2022, registered as Case No. 206 of

2022, pending before the Judicial Magistrate First Class, Pune.

**3.** Advocate Mr. Gaurav Jangle and Advocate Mr. Karma Vivan submit that the subject matter of the impugned FIR was essentially a commercial dispute between two entities. To clarify, they submit that the Petitioners were former employees of Respondent No. 3. They further submit that, after quitting their jobs, the Petitioners started a competing company. They submit that the Petitioners obtained data belonging to Respondent No.3, as a result of this commercial dispute, Respondent No.3 had to file a complaint. They submit that Respondent No.3 filed a Commercial Civil Suit No.3196 of 2024 before the Commercial Court (City Civil Court, Greater Bombay) concerning the subject matter of the impugned FIR. They submit that, by a Settlement Agreement dated 24 June 2025, the Petitioners and Respondent No. 3 amicably resolved their dispute. They state that the Settlement Agreement dated 24 June 2025 is on pages 27 to 39 of the Petition paper book. They submit that, in light of the said settlement, Respondent No. 3 withdrew the Commercial Civil Suit No.3196 of 2024 on 01 August 2025. They submit that because of the settlement, Respondent No.3 does not intend to continue with the criminal proceedings and has given no objection in the affidavit dated 18 March 2026. They submit that the impugned FIR and the charge-sheet be quashed.

4. The Petitioners are present in court and are identified by their Advocate Mr. Gaurav Jangle. He submits photocopies of the Petitioners' Identity Cards, which are taken on record and marked as "**X-Colly**" for identification.

5. Mr. Anil Balkrishna Wani, the Director and Authorised Signatory of Respondent No. 3 (Softdel Systems Private Limited), is present in court and identified by his Advocate, Mr. Karma Vivan. He submits a Photostat copy of Mr. Anil Balkrishna Wani's Identity Card, which is taken on record and marked as "**X-1**" for identification.

6. Mr. Karma Vivan states that the Affidavit dated 18 March 2026, affirmed by Mr. Anil Balkrishna Wani before the Notary Manish M Pabale, Fort, Mumbai is placed on record and the same is marked with "**X-2**" for identification.

7. Mr Anil Balkrishna Wani – the Director of Respondent No. 3 - Company states that he is authorised to represent the Respondent No. 3 - Company, that he is conversant with the facts and records of the Respondent No. 3-Company, and he has the required authority from the Respondent No. 3-Company to appear before this Court, to affirm the Affidavit (X-2) and to file the Affidavit (X-2) in this Court. He states that the said Affidavit (X-2) is filed without any pressure or coercion from anyone.

8. Mr. Karma Vivan, learned Advocate for the Respondent No.3, confirms the said statements made by Mr. Anil

Balkrishna Wani. He states that Mr Anil Balkrishna Wani, Director of Respondent No.3-Company, is duly authorised by the Respondent No. 3 - Company vide Board Resolution dated 25 March 2026, which is placed on record and marked with "**X-3**" for identification.

**9.** Mr Anil Balkrishna Wani states that the contents of the said Affidavit (X-2) are based on the records of the said Company, are true to his knowledge, and as per his say. He, by referring to paragraphs 1 to 4 of the Affidavit (X-2), reiterates that Respondent No. 3- Company has no objection to the quashing of the criminal proceedings. Paragraph nos. 1 to 4 of the Affidavit (X-2) are transcribed herein below verbatim:-

> *1. That the Complainant Company ice Respondent No.3 had filed FIR dated 21 May 2021 under Sections 43(c), 66, 72, and 72A of the Information Technology Act, 2000, and Sections 408, 420, 120B read with Section 34 of the Indian Penal Code, 1860. The Complainant Company has vide Board Resolution dated 20th October 2021 has authorized me to file the present Affidavit. A copy of the Board Resolution has been annexed herewith at Exhibit A.*
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> *2. I say that pursuant to my lodging the said FIR, the police have filed a charge sheet in the said matter and the Learned Judicial Magistrate First Class, Pune, has taken cognizance of the same and has registered a criminal case with number Regular Criminal Case No. 206/2022.*
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> *3. I say that I have gone through the contents of the Criminal Writ Petition referred to above. I say that there were certain disputes arose between the Company and the Petitioners. I say that after the passage of time and intervention of associates of both parties, the matter was discussed and the parties agreed to settle the disputes. Accordingly, a Settlement Agreement dated 24th June 2025 ("Settlement Agreement") has been drawn up and executed, as per the terms of which it has been agreed that the disputes resulting in Regular Criminal Case No. 206 of 2022 shall be settled as per the terms and conditions of the said Affidavit.*

> *4. Accordingly, since the matter has been amicably settled as per the terms of the Settlement Agreement, I have no objection if the above writ petition is allowed and proceedings in Regular Criminal Case No. 206 of 2022 against the Petitioners are quashed and set aside. I say that in view thereof the aforesaid proceedings may kindly be quashed.*

**10.** Mrs Rajeshree Newton, learned APP for the Respondent/State, submits that the dispute, which is purely a commercial disagreement between two rival competitors, was made the subject of criminal proceedings, resulting in unnecessary police involvement. She, however, submits that in view of the settlement between the parties on 24 June 2025, the resolution of Commercial Suit No.3196 of 2024, the statements made by the learned Advocates for the Petitioners and Respondent No.3, and the no objection given by Respondent No.3 through its Director in an Affidavit (X-2), she has no objection to quashing the impugned FIR and the consequent criminal proceedings. However, she insists on imposing costs on the Petitioners and Respondent No.3.

**11.** Mr. Gaurav Jangle and Mr. Karma Vivan, on instructions from the Petitioners and Respondent No.3, submit that appropriate costs will be paid.

**12.** Considering the facts mentioned above, the submissions of the learned Advocates for the parties, the dispute between the parties being a commercial transaction which has been settled pursuant to the Settlement Agreement dated 24 June

2025, and Commercial Suit No.3196 of 2024 on the same subject being settled between the parties, along with the statements made by Respondent No.3 through its Director Mr. Anil Balkrishna Wani in the Affidavit (X-2), no useful purpose will be served by allowing the criminal prosecution to continue. 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 to allowing this Writ Petition.

**13.** In view of the above, Criminal Writ Petition No.5042 of 2025 is allowed in terms of the prayer clause (a), subject to payment of costs of Rs. 1,00,000/- by the Petitioners and Rs. 1,00,000/- by the Respondent No.3. Payment of costs is a condition precedent. Consequently, the impugned FIR and the Charge-sheet arising out of the impugned FIR are quashed.

**14.** The Petitioners and Respondent No.3 shall deposit their respective costs into the accounts listed below within three weeks from today and submit a compliance affidavit along with proof of deposit to the Court Registry on or before 17 April 2026.

a] The Petitioners shall deposit the amount of Rs.1,00,000/- in :-

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1 2012 10 SCC 303

2 2014 6 SCC 466

3 2017 9 SCC 641

Account Name : **Armed Forces Battle Casualties Welfare Fund**
Account Number : 90552010165915
Bank Name : Canara Bank
Branch : South Block, Defence Headquarters New Delhi-110011
IFSC Code : CNRB0019055

b] The Respondent No.3 shall deposit the amount of Rs.1,00,000/- in :-

**The High Court Employees Medical Welfare Fund at Mumbai**
Account No.: 000120110001337
Bank : Bank of India
Branch : Mumbai Main
IFSC Code : BKID0000001

15. The costs of Company would be treated as CSR.

16. The Writ Petition No.5042 of 2025 is disposed of.

(ASHWIN D. BHOBE, J.)