

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

CRIMINAL WRIT PETITION NO. 6208 OF 2025

Aditya Vasant Patel

... Petitioner

Vs.

State of Maharashtra And Anr.

... Respondents

Mr. Shanu Sanjat Raikar for the Petitioner.

Mr. Y. M. Nakhwa, APP for the Respondent-State.

Mr. Kailash Chandra for the Respondent No. 2.

CORAM : RANJITSINHA RAJA BHONSALE , J.

DATED : 18th FEBRUARY, 2026.

P. C. :-

1. The present Petition is filed by consent to quash and set aside the F.I.R. No. 548 of 2024 dated 19th July 2024 under Section 117, 117(2), 352, 351(2) of B.N.S. registered with the Borivali Police Station, Mumbai and the resultant Criminal Case bearing No. 2604540/PW/2024 pending before the Judicial Magistrate (First Class) 26th Court, Borivali, Mumbai.

2. Learned Advocate appearing for the Petitioner submits that, the Petitioner and Respondent No. 2 have amicably settled their disputes. That, the parties have no grievance against each other. That, the parties with the intervention of common friends and well wishers have settled their disputes. That, an MoU dated 7th October 2025 has been executed, pursuant to which the Petitioner has undertaken to incur all the medical expenses of the Respondent No. 2. The Petitioner has already paid an

amount of Rs. 5,00,000/- to the Respondent No. 2. That, the Respondent No.2 has accepted the amount and has agreed to give his no-objection for quashing of the criminal proceedings.

3. Learned Advocate appearing for the Respondent No. 2 submits that, the parties have settled their disputes. That, the Respondent No. 2 is present in Court and reiterates the Contents of the Consent Affidavit dated 16th October 2025 wherein he has given his consent for quashing of the criminal proceedings. The learned Advocate of the Respondent No. 2 has identified the Respondent No. 2. Learned Advocate for the Respondent No.2 tendered the copy of the Aadhar Card of Respondent No. 2. The same is taken on record and marked 'X' for identification.

4. Perusal of the Consent Affidavit dated 16th October 2025 would indicate that, the parties with the help and assistance of the friends and well wishers have amicably settled the disputes between them and have also executed a Memorandum of Understanding dated 7th October 2025. In the said MoU it is specifically stated that, the Petitioner has paid an amount of Rs.5,00,000/- to Respondent No.2 as full and final settlement for all the medical expenses, losses and other claims whatsoever arising out of the disputes.

5. Respondent No. 2 in his Consent Affidavit dated 16th October 2025 has clearly given no objection for quashing of FIR No. 548 of 2024 and the resultant proceeding bearing C.C. No. 2604540/PW/2024 pending

before the Judicial Magistrate First Class, 26th Court, Borivali, Mumbai.

6. In the present case, a perusal of the FIR would indicate that the present quarrel had taken place when the Respondent No. 2, was taking a u-turn while driving his car. It probably appears that, the Petitioner and Respondent No. 2 had a argument, exchanged abuses and had a scuffle due to the fact of the Respondent No. 2 taking a u-turn and possibly blocking the way of Respondent No. 2. Prima facie the allegation in the FIR seems to have arisen due to a misunderstanding, at the spur of the moment and due to a momentary lapse of judgment and control. In any event the said quarrel and/or scuffle is individualistic, personal and private in nature.

7. The scope of the High Court's inherent jurisdiction under Section 482 of the Code of Criminal Procedure has been authoritatively expounded by the Hon'ble Supreme Court in *Narinder Singh v. State of Punjab* (2014) 6 SCC 466. The Apex Court categorically held that, the High Court's power to quash criminal proceedings under Section 482 is independent of, and distinct from, the power of a criminal court to compound offences under Section 320 of the Code. Consequently, even in cases involving non-compoundable offences, this Court is vested with the inherent jurisdiction to quash proceedings where the parties have arrived at a genuine settlement. While this extraordinary power must not be invoked in prosecutions involving heinous crimes, offences of mental

depravity, or wrongs against society at large, it is squarely applicable to cases where the wrong is basically private or personal in nature. The ultimate touchstone for exercising this power is twofold: to secure the ends of justice and to prevent the abuse of the process of any court.

8. Applying these guiding principles to the present case, the offences alleged are private in nature and do not have any wider societal impact. The parties have amicably resolved all their disputes and differences out of their own free will and volition, leaving no surviving grievance against each other. In view of the amicable settlement, the possibility of a conviction is bleak, and permitting the prosecution to continue would be a futile exercise amounting to an abuse of the process of law. Therefore, to secure the ends of justice and to promote harmony, this Court finds it appropriate to accept the compromise and quash the FIR along with all consequent proceedings.

9. In view of the aforesaid facts and circumstances, I am inclined to quash the present FIR along with resultant proceedings being C.C. No. 2604540/PW/2024 pending before Judicial Magistrate First Class, 26th Court, Borivali, Mumbai.

10. As I expressed my opinion to quash C.C.No. 2604540/ PW/2024 arising out of the FIR No. 548 of 2024 dated 19th July 2024 registered with the Borivali Police Station, Mumbai under Sections 117, 117(2), 352, 351(2) of BNS, learned Advocate for the Petitioner, on instructions

submitted that, for quashing of the said crime the Petitioner will voluntarily pay a cost of Rs. 1,00,000/- to the Armed Forces Battle Casualties Welfare Fund (AFBCWF) within a period of two weeks from the date of uploading of the present Order on the official website of the High Court of Bombay. The said statement is accepted as an undertaking given to this Court.

11. I therefore direct the Petitioner to pay a cost of Rs. 1,00,000/- to the Armed Forces Battle Casualties Welfare Fund (AFBCWF) within a period of two weeks from the date of uploading of the present Order on the official website of the High Court of Bombay.

12. Details of the bank account for payment of cost are under :-

Account Name :- Armed Forces Battle Casualties Welfare
Fund (AFBCWF)
Account Number :- 90552010165915
Bank Name :- Canara Bank
IFSC Code :- CNRB0019055
Branch :- South Block, Defence Headquarters,
New Delhi – 110 011.

13. Petitioner to deposit the said cost within the stipulated period as noted above and submit receipt of the same in the Registry of this Court.

14. In view of the above and subject to payment of cost as noted above, Petition is allowed in terms of prayer clause (a) and (b).

15. It is made clear that, if the cost is not paid within the stipulated period as mentioned above, the Petition shall stand revived automatically

and in that event, the trial Court will proceed with the said case expeditiously

16. List the Petition on 15th April 2026 under the caption 'For Reporting Compliance'.

(RANJITSINHA RAJA BHONSALE, J.)