

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
CRIMINAL APPLICATION NO. 761 OF 2025

Chirag Anil Thakkar And Ors.

... Applicants

Vs.

The State of Maharashtra And Anr.

... Respondents

Ms. Swarali Joglekar a/w Mr. Omkar Kanegaonkar for the Applicants.
Ms. S. S. Kaushik, APP for the Respondent No. 1-State.
Ms. Abha Patel for the Respondent No. 2. is present.
Respondent No. 2 is present through V.C.
PSI Rahul Kokate attached to the Satacruz Police Station is present.

CORAM : RANJITSINHA RAJA BHONSALE , J.

DATED : 11th FEBRUARY, 2026.

P. C. :-

1. Leave to amend, to annex the copy of the chargesheet and carry out consequential changes in prayer clause (a) to challenge the charge-sheet and further proceedings, is granted. Amendment to be carried out forthwith.

2. The present Application, is filed by consent, seeking to quash and set aside the FIR bearing C.R. No. 906 of 2023 dated 13th October 2023 registered with the Santacruz Police Station, Mumbai for the offences punishable under Sections 498A, 406, 342, 323 read with Section 34 of the Indian Penal Code and also the resultant charge-sheet arising out of the same bearing No. 1909/PW/2024 pending before the learned Judicial Magistrate (First Class), Court at Bandra.

3. Learned Advocate for the Applicants submits that the parties i.e. Original Complainant/Respondent No. 2 and Applicant No. 1 have mutually settled their disputes and that the original Complainant/Respondent No.2 has agreed to give her consent to quash the present proceedings. That, the Respondent No. 2 and the Applicant No. 1 had filed a Petition for Divorce by Mutual Consent under Section 13-B of the Hindu Marriage Act. By Judgment and Order dated 19th July 2025, passed by the learned Family Court No. 5, Mumbai in Petition No. F-1120 of 2025 has granted a divorce and dissolved their marriage.

4. Learned Advocate appearing for the Respondent No. 2 submits that the Respondent No.2 has filed a Consent Affidavit dated 19th July 2025 duly affirmed before the Notary Public. That, the Respondent No. 2 has given her no objection for quashing of the present proceeding including the present FIR bearing No. 906 of 2023 and resultant chargesheet bearing No. 1909/PW/2024.

5. Respondent No.2, appearing through V.C., through her Advocate reiterates and confirms the contents of the Consent Affidavit dated 19th July 2025 and her no objection for quashing of the crime in question.

6. Perusal of the Consent Affidavit indicates that, the Respondent No.2 and the Applicant No.1 have amicably settled their interse disputes. The Respondent No. 2 does not have any grievance against any of the

Applicants including Applicant Nos.1 to 3. In paragraph 4 of the Affidavit, Respondent No.2 has specifically stated that, she has understood the contents of the Consent Terms dated 5th March 2025 which are filed in the Family Court. The settlement between the Respondent No.2 and the Applicant No.1 is recorded in the said Consent Terms filed before the Family Court. In paragraph 5 of the Affidavit, Respondent No. 2 has stated that, she has agreed to withdraw all the allegations made by her against the Applicants and has given her no objection for quashing of the present criminal proceedings. In paragraph 7 of the Affidavit, Respondent No.2 has specifically stated that the she has filed this Affidavit without any force or coercion.

7 Perusal of the Affidavit would indicate that, the Respondent No. 2 is well aware of the criminal proceedings, the investigation and the stage of the pending criminal proceedings. The settlement between the parties have been reached after mutual discussions with the elders and family members and more importantly is based on legal advice. The Respondent No. 2 has executed the Consent Affidavit after understanding the contents of the Consent Terms and with full knowledge.

8. Perusal of the Consent Terms dated 5th March 2025, would indicate that the parties have mutually resolved and settled their disputes. The Respondent No. 2 has received all her jewellery, ornaments and streedhan. The Respondent No. 2 has agreed to give her no objection for

withdrawing the criminal proceedings. The parties have waived their claim of maintenance and permanent alimony.

9. The scope of the High Court's inherent powers under Section 482 of the Code of Criminal Procedure has been comprehensively elucidated by the Hon'ble Supreme Court in *Narinder Singh v. State of Punjab* (2014) 6 SCC 466. The Court has categorically held that the power to quash criminal proceedings under Section 482 is distinct from the power of compounding offences under Section 320 of the Code. It has further been recognized that even in cases involving non-compoundable offences, the High Court may exercise its inherent jurisdiction to quash proceedings where the parties have amicably settled their disputes. In the context of matrimonial disputes, which predominantly arise out of personal differences and discord between spouses, the Supreme Court has consistently emphasized that such matters possess a private and personal character. Where the parties have resolved their differences, either by reconciliation or by mutually agreeing to part ways, continuation of criminal proceedings would serve no fruitful purpose and may, in fact, impede the prospects of peace and rehabilitation. Although this inherent power is not to be exercised in cases involving heinous offences or crimes having a serious impact on society, matrimonial disputes stand on a different footing, being essentially private in nature. Therefore, when the parties have voluntarily and amicably settled their disputes and have

expressed their intention to move forward peacefully, the High Court would be justified in quashing the proceedings.

10. In the present case, considering that the dispute arises out of matrimonial discord and the parties have arrived at a genuine settlement to resolve all their differences, the continuation of criminal proceedings would amount to an abuse of the process of law. Accordingly, to secure the ends of justice and to promote harmony between the parties, this Court deems it appropriate to accept the settlement and quash the FIR and all consequential proceedings.

11. Considering the above facts, the present dispute being clearly a matrimonial dispute and since the parties have settled the same, I am inclined to quash the FIR bearing C.R. No. 906 of 2023 and the charge-sheet arising out of the same bearing No. 1909/PW/2024 pending before learned Judicial Magistrate First Class Court, Bandra.

12. In view thereof, application is allowed in terms of prayer clause(a).

(RANJITSINHA RAJA BHONSALE, J.)