

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**CRIMINAL APPELLATE JURISDICTION****CRIMINAL APPLICATION NO. 1499 OF 2025**

Shamim Ahmed Faiyaz Ahmed Choudhary ... Applicant

Vs.

Geetanjali Parulekar w/o shri ... Respondents
Abhijit Parulekar And Anr.

Mr. Rajendra Singh Saluja for the Applicant.
Mr. S. V. Walve, APP for the Respondent-State.
Mr. Jitendra Ranawat for the Respondent No. 1.

CORAM : RANJITSINHA RAJA BHONSALE , J.

DATED : 24th FEBRUARY, 2026.

P. C. :-

1. Present Application is filed under Section 528 of the Bhartiya Nagrik Suraksha Sanhita 2023 to quash the C.C. No. 126/PW/2025 and FIR bearing No. 0165 of 2024 dated 15th October 2024 registered with Cyber Police Station Central Zone for the offences punishable under Section 318(4), 319(2), 336(2), 336(3), 338, 340(2), 3(5) of B.N.S. and Section 66(D) of the Information Technology Act 2000 pending before the learned Judicial Magistrate (First Class), 62nd Court, Dadar Bhoiwada.

2. Learned Advocate for the Applicant submits that, during the pendency of the present Application the matter has been settled between the Applicant and Respondent No. 1. That, the amount as agreed between

the settlement paid to the Respondent No. 1. He further submits that the dispute involved in the matter is private in nature and that quashing of the proceedings would not have any adverse impact on the society.

3. Learned Advocate appearing for the Respondent No. 1 reiterates the aforesaid contentions and submits that the Respondent No. 1 has filed Consent affidavit dated 27th February 2026. Respondent No. 1 is present in court. Learned Advocate for the Respondent No. 1 identified the Respondent No. 1. A copy of the Aadhar Card is annexed to the Consent Affidavit dated 27th February 2026. The Consent Affidavit is tendered across the bar and is taken on record.

4. The present FIR is filed under Section 318(4), 319(2), 336(2), 336(3), 338, 340(2), 3(5) of B.N.S. and Section 66(D) of the Information Technology Act 2000. Perusal of the Affidavit filed by the Respondent No. 1 indicates that, during the investigation bank account of the father and brother of the Applicant came to be frozen and an amount of Rs. 11,82,538/- was recovered. The Respondent No. 1 has from the said amount already received an amount of Rs. 7,82,538/-.

5. Respondent No. 1, in paragraph 6 of the Consent Affidavit, has further stated that she has settled the dispute with the Applicant and out of the sum of Rs. 12,50,000/- (settlement amount) a sum of Rs. 4,50,000/- was received by her through Demand Draft bearing No. 711771 dated 31st October 2025, drawn on Kotak Mahindra Bank.

6. In paragraph 9 of the Consent Affidavit, Respondent No. 1 specifically stated that the Applicant has paid in cash a sum of Rs. 1,50,000/- on 7th February 2026. In return the Respondent No. 1 has returned the first three cheques as mentioned in the Consent Terms.

7. In paragraph 11 of Consent Affidavit Respondent No. 1 has admitted that she has received an entire payment of Rs. 8,00,000/- which was payable to her by the Consent Terms.

8. In paragraph 12 of the Consent Affidavit Respondent No. 1 has given her no objection to quash the FIR and chargesheet.

9. Respondent No. 1 and the Applicant entered into Consent Term dated 7th November, 2025 wherein it is specifically mentioned that the matter is settled and Applicant had agreed to pay the amount of Rs. 13,00,000/- to the Respondent No. 1 through the installment from 1st December 2025 to 1st March 2027. At the time of executing the Consent Terms, the Applicant had paid amount of Rs. 4,50,000/- by way of demand draft which was received by the Respondent No.1 and the amount of Rs. 7,50,000/- has already been paid.

10. As the amounts were paid in lumpsum and not in installment as initially argeed, the parties have amicably negotiated the terms and agreed that the settlement amount will be reduced to amount of Rs. 12,50,000/-.

11. Perusal of the FIR would indicate that, the Complainant

invested an amount in stock market for share trading. That, the complainant had decided to invest an amount as she was in need of money for medical emergency i.e. to take care of her father's health. For the purposes of the said investment, the Complainant provided the login ID and password of her Demat account held with Angel One Company. On certain investments made by the Complainant, she initially received profits. Due to such profits, her trust in the accused increased, and she invested further amounts. During the course of investment, she incurred losses. That, based on the representation she had invested an amount of Rs. 20,83,954/- in various bank accounts and that false virtual profits were shown to her and therefore she was cheated. Perusal of the FIR further indicates that the losses occurred in the course of investment in the share market and that the Complainant had initially received profits on her said investments.

12. The scope of the High Court's inherent power under Section 482 of the Code of Criminal Procedure has been elaborately discussed by the Hon'ble Supreme Court in the case of *Narinder Singh v. State of Punjab* (2014) 6 SCC 466. The Supreme Court categorically held that the power to quash criminal proceedings under Section 482 of the Code is distinct and different from the power given to a criminal court for compounding offences under Section 320 of the Code. Even in cases involving non-compoundable offences, the High Court possesses the inherent jurisdiction

to quash the proceedings where the parties have settled the matter between themselves. While this power is not to be exercised in prosecutions involving heinous and serious offences of mental depravity or crimes against society, criminal cases having an overwhelmingly and predominantly civil character, or where the wrong is basically private or personal in nature, should be quashed when the parties have resolved their entire disputes. The ultimate guiding factors for the Court in exercising this inherent power are to secure the ends of justice or to prevent the abuse of the process of any court. In the present case, as the parties have amicably resolved their private dispute and continuing the criminal proceedings would be contrary to the interest of justice. Therefore, to secure the ends of justice and promote harmony between the parties, this Court finds it appropriate to accept the settlement and quash the FIR and all consequent proceedings.

13. Considering the above, I am inclined to quash C.C. No.126/PW/2025 and FIR bearing No. 0165 of 2024 dated 15th October 2024 registered with the Cyber Police Station Central Zone.

14. In view thereof, Application is allowed in terms of prayer clause (a).

(RANJITSINHA RAJA BHONSALE, J.)