

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

CRIMINAL APPLICATION NO.554 OF 2026

Smit Shah and ors. : Applicants
Versus
State of Maharashtra and anr. : Respondents.

Mr. Virendra V Pethe for the Applicant.
Mrs. Anuja Gotad, APP for the Respondent/State
Mr. Harsh Shinde a/w Mr. Ameet Mehta, Sheetal Pandya and
P Savji i/by M/s. Solicis Lex for the Respondent No.2.

CORAM : ASHWIN D. BHOBE, J.

DATED : 02 APRIL 2026

PC:-

1. Heard Mr. Virendra Pethe, learned Advocate for the Applicants, Mrs. Anuja Gotad, learned APP for the Respondent/State and Mr. Harsh Shinde, learned Advocate for Respondent No.2.

2. Applicants have approached this Court, invoking its jurisdiction under Section 528 of the Bhartiya Nagarik Suraksha Sanhita, 2023, to quash FIR No. 653 of 2021 (impugned FIR) dated 8th August 2021, registered with Dindoshi Police Station and the charge sheet registered as Criminal Case No. 3223/PW/2022, pending before the

Judicial Magistrate First Class, 67th Court at Borivali, Mumbai, arising from the impugned FIR.

3. Mr. Virendra Pethe, learned Advocate for the Applicants and Mr. Harsh Shinde, learned Advocate for Respondent No. 2, submit that the subject matter of the impugned FIR is primarily a dispute between Applicant No. 1 and Respondent No. 2. They submit that Applicant No. 1 and Respondent No. 2 were in a relationship and that they got married, however, the said relationship did not last long. They submit that the deterioration of the relationship prompted the filing of the complaint, which resulted in the impugned FIR. They submit that the Applicants and Respondent No. 2 have resolved the matter amicably, and consequently, Respondent No. 2 has no objection to quashing the criminal proceedings, as stated in her affidavit dated 02 April 2026. They state that a petition seeking annulment of the marriage has been filed before the Family Court, Bandra and that the said proceedings are pending. They therefore request the quashing of the impugned FIR and the criminal proceedings.

4. Applicant Nos. 1 and 2 are present in court, whereas Applicant Nos. 3 to 9 appear through V. C. and are identified by their Advocate Virendra Pethe. He tenders Photostat copies of the Applicants' identity cards, which are taken on record and marked as "X-Colly" for identification.

5. Respondent No.2 is present in the Court and is identified by her Advocate Mr. Harsh Shinde. He tenders the

Photostat copy of Respondent No.2's Identity Card, which is taken on record and marked as "**X-1**" for identification.

6. Mr Harsh Shinde, learned Advocate for the Respondent No.2, states that the Affidavit dated 2nd April 2026, affirmed by Respondent No.2 before the Notary Sheetal Hemant Pandya, Mumbai, is placed on record and the same is marked as "**X-2**" for identification.

7. Respondent No. 2 states that her purported marriage with Applicant No. 1 is a nullity and therefore, she has filed an application before the Family Court seeking a declaration that the said marriage is null and void. She states that the dispute between her and the Applicants has been amicably resolved. She states that she wishes to continue her life peacefully. She states that the said Affidavit (X-2) has been filed voluntarily and without any pressure or coercion from anyone. She states that the contents of the Affidavit (X-2) are as per her say. She reiterates her no objection to quashing the criminal proceedings. Respondent No. 2 states that she is not interested in continuing with the criminal proceedings and wishes to conclude them. She relies on paragraphs 3 to 8 of her Affidavit (X-2), which are transcribed herein below in verbatim:-

"3. I say that the Applicants and I have amicably reached a final settlement of our disputes and accordingly I have executed Memorandum of Understanding (MOU) dated 11.03.2026 with the Applicant No. 1 reflecting such settlement, pursuant to which I and the Applicants withdraw all kind of claims and allegations against each other and agree to withdraw all cases against each other,

which have been specified in Memorandum of Understanding (MOU). I further say that the Memorandum of Understanding shall be treated and considered as the Consent Terms and be read accordingly. Hereto annexed is a copy of Memorandum of Understanding (MOU) dated 11.03.2026 as "Annexure-A".

4. I say that as per the Memorandum of Understanding, it has been agreed between the parties among other terms and conditions stated therein, as under :-

- a. That the Applicant No.1 has agreed to amend his Written Statement filed in Petition No.A-2929/2021 pending before the Hon'ble Family Court Bandra, Mumbai. Further, the Applicant No.1 has agreed to co-operate to get a Decree on admission in the above matter on admission and denial of the fact that the purported marriage dated 03.06. 2021 was not performed as per Hindu Vedic Rites.
- b. It is agreed between both the parties that, prior to the amendment of Written Statement in Petition No.A-2929/2021 pending before the Hon'ble Family Court Bandra, Mumbai the Applicants shall file quashing proceedings before the Hon'ble Bombay High Court in case no. 6703223/PW/2022 & case no.2400581/PW/2023 pending before Hon'ble Metropolitan Magistrate Court Borivali, Mumbai wherein the Respondent No.2 is the original Complainant.
- c. It is agreed between both the parties that, prior to the decree of admission Written Statement amendment the case no. case Respondent No.2 shall file her Affidavit of consent for 6703223/PW/2022 & quashing no.2400581/PW/2023 and shall give the consent for withdrawal of the above two matters prior to the passing of the admission of decree in Petition No.A-2929/2021 pending before the Hon'ble Family Court, Bandra, Mumbai.
- d. It is agreed between both the parties that, the Applicant No.1 shall amend the Marriage Petition No. 2929/2021 and co-operate for the decree of nullity immediately within period of 3 days after quashing of case no. 6703223/PW/2022 & case no.2400581/PW/2023.

5. I say that, it is expressly agreed and decided between the Applicants and me that neither party shall deviate from the said Memorandum of Understanding (MOU) and that the

said terms shall be binding upon the parties thereto.

6. I say that there are no subsisting grievances between myself and the Applicants, and that all past disputes and differences have been amicably settled between us.

7. I say that there is no force, undue influence or coercion exerted upon me, and I have executed the aforesaid Memorandum of Understanding (MOU) at own free will.

8. I therefore have no objection if the Hon'ble Court is pleased to quash the FIR and all consequential proceedings arising therefrom."

8. Mrs. Anuja Gotad, learned APP for the Respondent/State, submits that the Applicants and Respondent No.2 having amicably resolved their dispute, which appears to be matrimonial, she does not oppose the quashing of the impugned FIR and the charge-sheet arising from it. However, she submits that as the matrimonial dispute was dragged to the police and the police machinery was set in motion, she insists on the imposition of exemplary costs on the parties.

9. Mr. Virendra Pethe, learned Advocate for the Applicants and Mr. Harsh Shinde, learned Advocate for Respondent No.2 on instructions, submit that appropriate costs will be paid.

10. Considering the facts mentioned above, the submissions of the learned Advocates for the parties, the subject matter of the impugned FIR being a matrimonial dispute between Applicant No.1 and Respondent No.2 which is now resolved between them, the parties having filed for nullity of the marriage in the Family Court and Respondent No.2 expressing

her desire to continue life peacefully, along with the statements made by Respondent No. 2 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 in allowing this Application.

11. In view of the above, Criminal Application No.554 of 2026 is allowed in terms of prayer clause (a) subject to payment of costs of Rs.50,000/- by each of the Applicants and Rs. 50,000/- by the Respondent No.2. Payment of costs is a condition precedent. Consequently, the impugned FIR and the charge-sheet arising from the impugned FIR are quashed.

12. The Applicants and the Respondent No.2 shall deposit their costs of in the below mentioned Account 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 27th April 2026.

a] Each of the Applicants shall deposit the amount Rs.50,000/- in :-

¹ 2012 10 SCC 303

² 2014 6 SCC 466

³ 2017 9 SCC 641

High Court Law Library

Bank : State Bank of India
Branch : Mumbai Main Branch
Account No.: 10996686636
IFS Code : SBIN0000300

b] The Respondent No.2 shall deposit the amount of Rs.50,000/- 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

13. The Criminal Application No.554 of 2026 is disposed of.

(ASHWIN D. BHOBE, J.)