



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR.

CRIMINAL APPLICATION (APL) NO.777 OF 2020

APPLICANT :- 1) Vinay S/o Balmukund Thavrani,
Aged about 43 years, Occu: Chartered
Accountant, R/o Opposite Matrabhumi
Press, Aadarsh Colony, Akola.

..VERSUS..

NON-
APPLICANTS :- 1) The State of Maharashtra, through its
Police Station Officer, Police Station,
Khadan Police Station, Akola, Taluqa
and District Akola.
2) Shri Gopal s/o Chandrabhan Hadole,
Aged about 47 years, Occu: Business,
R/o Vadegaon, Taluka: Balapur,
District Akola.
3) The State of Maharashtra, through its
Assistant Police Inspector, Economic
Offences Wing, Akola.

Added as per Courts order
dated 16.10.2023 and
18.1.2024

Mr. D.P. Singh, Advocate for Applicant
Ms Soniya Thakur, APP for non-applicant/State.
Mr. K.G. Rathi, Advocate for non-applicant No.2.

CORAM : PRAVIN S. PATIL, J.

DATE : 29/01/2026

ORAL JUDGMENT :

1. Heard. **Rule.** Rule made returnable forthwith. By consent of

learned advocate Mr. Digvijay Prakash Singh for the applicant, Ms. Soniya Thakur, learned APP for non-applicant/State and Mr. K.G. Rathi, learned advocate for non-applicant No.2, the application is taken up for final hearing at the stage of admission.

2. In the present application, the challenge is to the proceedings registered against the present applicant for the offences punishable under Sections 406, 415, 420, 465, 468, 471 of the Indian Penal Code, 1860 and Section 39 of the Maharashtra Money Lending (Regulation) Act, 2014.

3. It is stated that there was a money transaction between the parties, and out of the said transaction, an offence came to be registered on account of non-payment of the amount. However, during the pendency of the present application, the matter has been amicably settled between the parties, and accordingly compromise deed/final settlement has been executed between them on 21/01/2026.

4. Both the applicant and non-applicant No.2 are present in the Court. They are identified by their respective advocates, and their signatures on the compromise deed are verified. On a query put by the Court, both the parties have agreed that this matter has been settled as per the compromise deed. In response to the Court's query, they both have stated that matter has been compromise between the parties in terms of their settlement dated 21/01/2026.

5. It is pointed out that, in view of parameters laid down in the judgment of the Hon'ble Supreme Court of India in the case of *Narinder Singh & Ors vs State Of Punjab & Anr* reported in 2014 (6) SCC 466, where a matter arises out of commercial transaction and the same was settled between the parties amicably, this Court can always permit the compromise between the parties. In my opinion, there is no impediment

to allow the settlement arose between the parties and accordingly, present application can dispose of. Hence, I proceed to pass the following order:-

ORDER

- a] In terms of compromise deed entered between the parties dated 21/01/2026, the present application stands **disposed of**.
- b] The offence registered against the applicant by Police Station Officer, Police Station Khadan, Police Station Akola, vide Crime No. 757 of 2020 for the offence punishable under Sections 406, 415, 420, 465, 468, 471 of the Indian Penal Code, 1860 and Section 39 of the Maharashtra Money Lending (Regulation) Act, 2014, is hereby quashed and set aside, subject to the costs of Rs. 15,000/- jointly deposited with the Public Welfare Account, Nagpur, within a period of four weeks.
6. Rule is made absolute in the aforesaid terms. No order as to costs.

(PRAVIN S. PATIL, J)