

(REPORTABLE)**IN THE SUPREME COURT OF INDIA
CRIMINAL APPELLATE JURISDICTION****CRIMINAL APPEAL No. _____ OF 2026
(Arising out of SLP(Criminal) No.16000/2025)****SANDEEP JHAVERI****Appellant(s)****VERSUS****STATE OF MAHARASHTRA & ANR.****Respondent(s)****O R D E R**

1. Leave granted.
2. Under the impugned order, the High Court has rejected the appellant's prayer for quashing of the FIR, dated 05.07.2023, bearing No. 539 of 2023 registered with Santacruz Police Station, District Greater Mumbai for the offence punishable under Section 420 of the Indian Penal Code, 1860.
3. The respondent no.2, *Sameer Kishore Ganatra*, alleged that the appellant induced him to invest, in several chunks, a cumulative amount of Rs. 28,00,000/- promising good returns, in Crypto Currency, however, later on, the

appellant refused to return the amount of Rs. 28,00,000/-.

4. After registration of the subject FIR, appellant's anticipatory bail was rejected on 09.02.2024 and thereafter, the appellant was arrested on 15.02.2024. A consent deed was executed between the appellant's wife, *Smt.Rachna Zaveri* and respondent no.2/ complainant, *Sameer Kishore Ganatra*, on 27.02.2024 wherein, the respondent no.2 agreed for quashing of the subject FIR if, the appellant pays Rs.18,00,000/- to him. In accordance with the terms of the consent deed, the appellant paid Rs.15 lakhs to respondent no.2 on 28.02.2024 and thereafter, appellant's bail petition/ application was considered by the Additional Sessions Judge at Greater Bombay wherein the respondent no.2 appeared and endorsed the terms of consent and also filed an affidavit basis which, the appellant was released on bail.

5. Thereafter, the balance sum of Rs.3 lakhs was also paid to respondent

no.2 vide receipt dated 10.03.2024 (annexure P-5).

6. While being so, the appellant preferred a quashing petition in the High Court which has now been rejected under the impugned order solely on the ground that the consent deed was recorded between the appellant's wife and respondent no.2 and also that the charge sheet has already been filed. Therefore, no case for quashment is made out as there is no validly executed consent terms between the parties.

7. Reiterating the submission made before the High Court, Mr. Gaurav Agarwal, learned senior counsel appearing for the appellant would submit that once the respondent no.2 has agreed for quashing of the subject FIR upon receipt of Rs.18 lakhs, the High Court should have exercised powers under Section 482 of Cr.P.C. for quashing of the FIR and the reasons assigned for not exercising such powers are not proper.

8. *Per contra*, learned counsel appearing for respondent no.2 would submit that in the teeth of the consent deed executed on 27.02.2024, it would be apparent that the same is not signed by the appellant. Therefore, any agreement between the appellant's wife and respondent no.2, cannot be considered as a valid compromise in terms of Section 320 of Cr.P.C. Therefore, there being no compromise in the eye of law, the High Court has rightly refused to quash the subject FIR. Moreover, since charge sheet has already been filed, now the subject FIR has no independent existence and the High Court is absolutely justified in refusing prayer for quashing of the subject FIR.

9. Having heard learned counsel for the parties, we are of the considered view that the High Court ought to have exercised its inherent powers under Section 482 of Cr.P.C. to quash the FIR for reasons more than one.

10. Firstly, the terms of consent, as

recorded between the appellant's wife and respondent no.2, clearly records the following;

CONSENT TERMS

1. That the Consent Terms are being entered into between the Applicant's wife *Rachna Sandeep Jhaveri* on behalf of *Mr. Sandeep Jhaveri (The Applicant)* and *Mr. Samir Kishore Ganatra (The First Informant)*.

2. Whereas both the First Informant as well as the Applicant hereby declare that the disputes and differences between them have been reconciled and they have arrived at these consent terms.

3. Whereas the First Informant, *Mr. Samir Kishore Ganatra*, had filed an F.I.R. bearing C.R. No. 539 of 2023 (The said F.I.R) which came to be registered with Santacruz Police Station on 05/07/2023 for the offence punishable under Section 420 of the Indian Penal Code and that by the way of the said F.I.R. bearing No. 539 of 2023 the First informant had alleged that the Applicant had allegedly cheated him for an amount of Rs. 28,00,000/- (Rupees Twenty Eight Lakhs).

4. Whereas, the Applicant's wife *Mrs. Rachna Sandeep Jhaveri* has assured that she will reimburse the First informant

with an amount of Rs, 18,00,000- (Rupees Eighteen Lakhs Only) and hereby in the view of the same the First Informant is willing to withdraw all the allegations made against the Applicant in the said F.I.R and which were made during the course of consequential proceedings.

NOW THESE TERMS WITNESSTH AS UNDER:

I. That the Org. Complainant will give his consent in the quashing of the F.I.R bearing C.R No. 539 registered with Santacruz Police Station and will oblige with proceeding of the matter pertaining to the quashing of the F.I.R bearing C.R No. 539 of 2023 dated 05/07/2023 registered with Santacruz Police Station and First Informant will appear as and when required/ necessary for the same.

II. In view of the amicable settlement of disputes and differences, the First Informant shall give his consent to withdraw all the allegations against the Applicant.

III. That the Applicant has agreed to settle all their disputes and the Applicant has agreed to give an of an amount

of Rs. 18.00,000/- (Rupees Eighteen Lakhs Only) as a form of full and final settlement amount."

Having so agreed and accorded consent for quashing of the subject FIR, the respondent no.2 thereafter, appeared before the Court of Additional Sessions Judge at Greater Bombay on 01.03.2024 and endorsed the consent terms and categorically submitted that he wants to withdraw the allegations levelled against the appellant. Even if the said concession was at the time of consideration for appellant's prayer for grant of bail, the fact remains that respondent no.2 not only consented for appellant's release on bail but also stated before the Court that he wants to withdraw the allegations levelled against the appellant. He has also filed an affidavit before the said Court in which he agreed and endorsed the terms of consent deed.

11. Secondly, the High Court's observation that there is no valid execution of terms of consent between the parties, would not deter the Court for

exercising powers under Section 482 of Cr.P.C. inasmuch as the appellant still agrees with the terms of consent and he abides by his wife's agreement to the terms of the consent deed.

12. It is not that the informant/respondent no.2 has not signed the documents. If the informant/respondent no.2 has signed the consent terms and the appellant is still abiding by the same, it is not a case where there is no valid consent between the parties.

13. It is also to be seen that in terms of the consent, the appellant has already received a sum of Rs.15 lakhs on 28.02.2024 and the balance sum of Rs.3 lakhs on 10.03.2024. Thus, upon receipt of the entire settlement amount of Rs 18 lakhs, the consent terms were fully complied with leaving nothing more to be done by the parties.

14. Once the terms of consent have been fully complied with by the appellant, initially through his wife and thereafter, by himself paying the balance sum of Rs.3

lakhs, the High Court ought to have appreciated the entire gamut of facts and the chain of events to cull out the reasoning that on the date of execution of the terms of consent deed, the parties were truly and sincerely willing to compound the offence and thereafter, respondent no.2 has reiterated the terms of consent deed during the Court's proceedings when the appellant's bail petition was considered on 01.03.2024.

15. In view of the above discussion, we are of the considered view that the appellant has made out a case for quashing of the subject FIR in terms of the terms of consent entered between the parties.

16. Accordingly, the subject FIR bearing No. 539 of 2023 registered with Santacruz Police Station, District Greater Mumbai, is quashed.

17. The appeal is allowed accordingly.

.....J.
(PRASHANT KUMAR MISHRA)

.....J.
(AUGUSTINE GEORGE MASIH)

New Delhi
22.09.2026

ITEM NO.13

COURT NO.12

SECTION II-A

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Petition(s) for Special Leave to Appeal (Crl.) No(s). 16000/2025

[Arising out of impugned final judgment and order dated 01-07-2025 in CRA No. 420/2024 passed by the High Court of Judicature at Bombay]

SANDEEP JHAVERI

Petitioner(s)

VERSUS

STATE OF MAHARASHTRA & ANR.

Respondent(s)

IA No. 256509/2025 - EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT

Date : 22-09-2026 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE PRASHANT KUMAR MISHRA
HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASIH

For Petitioner(s) :

Mr. Gaurav Aggarwal, Sr. Adv.
Mr. Shantanu Phanse, Adv.
Ms. Preet Phanse, Adv.
Mr. Rishabh Mishra, Adv.
Mr. Siddhant Sharma, AOR
Mr. Akshay Malhotra, Adv.

For Respondent(s) :

Mr. Rushabh Vidyarthi, Adv.
Mr. Surya Pratap Tyagi, Adv.
Ms. Mahima Pandey, Adv.
Mr. Alabhya Dhamija, AOR
Mr. Mohd Umar Iqbal Khan, Adv.
Mr. Karrtik Sharma, Adv.

Mr. Anand Dilip Landge, Adv.
Mr. Siddharth Dharmadhikari, Adv.
Mr. Aaditya Aniruddha Pande, AOR
Mr. Shrirang B. Varma, Adv.

UPON hearing the counsel the Court made the following

O R D E R

1. Leave granted.
2. The appeal is allowed in terms of the signed reportable order.
3. Pending application(s), if any, shall stand disposed of.

(NISHA KHULBEY)
COURT MASTER (SH)

(POOJA KOHLI)
COURT MASTER (NSH)

(signed reportable order is placed on the file)