

(2015) 08 BOM CK 0332

In the Bombay High Court

Case No : Criminal Application No. 861 of 2013

Tetra Pak India (P) Ltd. and Others

APPELLANT

Vs

Tristar Beverages (P) Ltd. and Others

RESPONDENT

Date of Decision : 14-08-2015

Acts Referred:

Arbitration and Conciliation Act, 1996 — Section 11
Criminal Procedure Code, 1973 (CrPC) — Section 202, 320, 397, 482
Penal Code, 1860 (IPC) — Section 34, 406, 415, 420

Citation : (2015) 4 BomCR(Cri) 349

Hon'ble Judges : V.L. Achliya, J.

Bench : Single Bench

Advocate : Subodh Desai and Himanshu Pradhan i/b. Crawford Baylay and Co., for the Appellant; Ashok Singh and Rajesh More, A.P.P., for the Respondent

Judgement

V.L. Achliya, J.—Rule. Rule made returnable forthwith. By consent, taken up for final disposal at the stage of admission. By the present application filed under section 482 of the Code of Criminal Procedure (Cr.P.C), the applicants seek exception to the criminal proceedings initiated against them wherein they are arrayed as accused for commission of offence punishable under section 420 of Indian Penal Code (IPC), pursuant to order dt. 24/12/2012 passed by Additional Chief Metropolitan Magistrate, 2nd Court, Mazgaon (now transferred to Sewree Court), Mumbai in a private complaint filed under sections 406 and 420 of IPC, at the instance of respondent No. 1/complainant. In nutshell, it is the case of the applicants that filing of such private complaint by respondent No. 1 alleging therein criminal act to dispute of purely civil and commercial dispute is a gross act of abuse of process of Court, which resulted into causing serious miscarriage of justice to the applicants. According to the applicants, acts of respondent No. 1 to give shape of criminal case to a dispute which is purely civil and commercial in nature is a gross abuse of process of law, which needs to be prevented by this Court in exercise of its jurisdiction under section 482 of Cr.P.C., by quashing the criminal proceedings initiated against the applicants.

2. In nutshell, it is the case of the applicants that applicant No. 1 is a private limited company deals in the business of manufacturing and/or marketing of aseptic packaging material and processing and filling machinery thereof. Applicant No. 2 is a Company incorporated under the laws of Switzerland. The applicant No. 1 is an associate company of applicant No. 2. The applicant No. 6 is a company Secretary of applicant No. 1. The respondent No. 1 is a private limited Company.

3. The applicant No. 1 carries on business of manufacturing and marketing of aseptic packaging material special quality known as "Tetra Pak Package" used for packing of liquid food such as juice, nectar, ready to drink beverages, milk and milk products so that the such liquid products remain fresh for long periods without any preservatives and affecting their quality and standard and easy for storage. One Trinity Beverages Pvt. Ltd., was transacting business with Applicant No. 1 for itself and its associate companies namely; Kanti Beverages Pvt. Ltd. and Venkatesh Beverages Ltd. The applicant No. 1 had leased out packaging machines to said associate companies of Trinity Beverages Pvt. Ltd., and also supplying packaging material to the said associate companies.

4. On 10/2/2004, an Agreement was entered into between Trinity Beverages Pvt. Ltd., and Applicant No. 1 for the supply of packaging material which inter alia provided for the Applicant No. 1 to supply the Trinity Beverages Pvt. Ltd. a minimum of 10 Lakh packs per order on such terms and conditions. Subsequent to the said Agreement dated 10/2/2004, respondent No. 1 raised certain issues and disputes with Applicant No. 1 and invoked the arbitration clause in said Agreement dt. 10/2/2004 and filed Arbitration Petition No. 45/2004, for appointment of an Arbitrator in terms of section 11 of the Arbitration and Conciliations Act, 1960. This Court was pleased to dispose of the said Arbitration Petition by order dated 3/12/2004 passed in the matter by appointing Satish J. Shah as the Sole Arbitrator. Subsequently, in said arbitration proceedings, the respondent No. 1 and applicant No. 1 entered into compromise before the Arbitrator. Accordingly, the award was passed on 5/12/2005 in accordance with the Consent terms entered into between the applicant No. 1 and respondent No. 1. In terms of settlement, it was agreed that Trinity Beverages Pvt. Ltd. would be entitled to take and retain possession of two TBA 10 machines which were earlier leased to Kanti Beverages Pvt. Ltd. and Venkatesh Beverages Ltd., of which lease rentals for calendar year 2004 and 2005 were waived. It was further agreed that the applicant No. 1 would offer a good deal to Trinity Beverages Pvt. Ltd. based on the business plan (volume commitment) for replacement of those machines, when Applicant No. 1 decides to discontinue production of packaging material for TBA 10 machines.

5. On 8/2/2006, applicant No. 1 put forth a proposal for replacement of TBA 10 machines. By said letter dt. 8/2/2006, it was brought to the notice of the said Trinity Beverages Pvt. Ltd., that by several communications made in the year 2005 notified the consumer/customers of Applicants No. 1 and 2 the decision of

applicants No. 1 and 2 of ceasing the production of all TBA 10 packaging material by the end of 2006. It was also proposed that all the machines and equipment would be upgraded by a TBA 19 machine on such terms and conditions incorporated in letter dt. 8/2/2006. The upgraded equipment and machinery TBA 19 claims to be technologically superior to the earlier equipment and machinery i.e. TBA 10 and also cheaper and economical. By the said letter, a good proposal/deal was offered to Trinity Beverages Pvt. Ltd. by applicant No. 1, thereby the said Trinity Beverages Pvt. Ltd. could avail of the upgraded machine/equipment by paying only an initial amount of 30% and the balance 70% could be paid over a three years period that too in equated quarterly installments with 12% p.a. respondent No. 1 raised several issues and disputes again with applicant No. 1 in respect of the offer that was made vide their letter dt. 8/2/2006. Several communications exchanged in between respondent No. 1 and applicant No. 1. Respondent No. 1 all the while contended that the applicant No. 1 was obligated under the Award dt. 5/12/2005 to offer "a good deal" for the replacement of TBA 10 machines with the machine without any payment and to continue supply of material at discounted price. However, the said contentions were completely unacceptable to applicant No. 1 as they were ex facie not in terms of the consent terms as well as the Award dt. 5/12/2005 nor in spirit of the Award and consent terms. After several exchange of correspondence and communications, respondent No. 1 issued a legal notice dt. 7/1/2008 calling upon application No. 1 to honour the terms of the Award by replacing the TBA 10 machines and supply of material for the new machines, failing which respondent No. 1 would seek legal remedies.

6. In the background of the facts discussed herein above, it is the say of the applicant that the respondent No. 1 sometime in the month of November 2009, filed a private complaint alleging therein commission of offence punishable under section 420 of IPC. It was alleged that, accused acting with common intention induced respondent No. 1 to invest more than 70 lakhs in the machines for production of juice based beverages in Tetra Pak Filling machines and after such purchase, refused to supply laminated material and thereby caused huge loss to respondent No. 1. It was further alleged that the accused fraudulently induced respondent No. 1 to file consent terms and withdraw claim before arbitration proceedings knowing fully well that they had no intention to comply with the same. On 3/12/2009, Id. Magistrate was pleased to record the statement of complainant. By order dt. 27/8/2010, referred the complaint for inquiry to Sr. P.I. Police Station, Pydhoni for inquiry and submission of report as contemplated under section 202 of Cr.P.C. On 29/8/2012, the police officials from Police Station Pydhoni filed report to the effect that the offence of cheating was made out on the basis of enquiry conducted in the matter. On 24/12/2012, Id. Magistrate was pleased to pass an order to issue process under section 420 of IPC as against the applicants. Being aggrieved by order dt. 14/12/2012, the applicants have preferred this application under section 482 of Cr.P.C. seeking quashing of criminal proceedings on the grounds mentioned in detail in the application.

7. According to applicants, the arbitration proceeding was in between applicant No. 1 as a respondent and Trinity Beverages Pvt. Ltd. as a claimant and no other company or entity including the complainant were parties to the said arbitration petition. The reference in respect of respondent No. 1/complainant only find place in the consent terms executed between applicant No. 1 and Trinity Beverages Pvt. Ltd., wherein in clause No. 5 applicant No. 1 agreed to offer a discount of 5% on the list price of the laminate to Trinity Beverages Pvt. Ltd. and its associate company i.e. respondent No. 1 to promote their business until Trinity Beverages Pvt. Ltd. and respondent No. 1 combined together reached to the normal discount level which applicant No. 1 gives to other purchaser. According to the applicants, the offence under section 420 of IPC is alleged on the premises that "good deal" as recorded in the terms of consent/award was not given by the applicant No. 1. According to the applicants, offer made by letter dt. 8/2/2006 was the best deal that could have been given by applicant No. 1. The deal was a good deal or not "cannot be a ground to initiate criminal proceedings under section 420 of IPC". In case, if the deal was not a good deal then remedy for Trinity Beverages Pvt. Ltd. was to approach the Arbitrator or the Court seeking clarification. According to the applicants, the very act on the basis of which the complaint has been filed i.e. a good deal was not offered, no way tantamount to any offence or cheating or any other offence under the law.

8. According to the applicants, the averments made in the complaint together with documents no way make out any case for issuance of process under section 420 of IPC. Id. Magistrate has acted mechanically in passing the impugned order. According to applicant, reading the complaint as it is without adding anything thereto and/or subtracting therefrom no offence as alleged or at all or made out. On the basis of allegations made, at the most, may provide a cause of action for respondent No. 1 to invoke the remedy under civil law. The order issuing process is bad in law, bad on facts, perverse, perfunctory, capricious, illegal and deserves to be quashed and set aside.

9. I have heard the learned Counsel for the applicants and respondent No. 1 as well as learned APP for the State and further perused the complaint, documents enclosed along with the complaint and the order passed by Id. Magistrate.

10. The learned Counsel appearing for the applicants after referring the contents of complaint and documents relied strenuously contended that, filing of such complaint and issuance of process under section 420 of IPC against the applicants is nothing but an act of gross abuse of process of law at the instance of respondent/complainant. In absence of any contract between the complainant and respondent No. 1, no question of any act of cheating being committed on the part the applicants. It is contended that because of filing such complaint giving colour of criminal case to a civil dispute in gross abuse of process of law has resulted into causing serious miscarriage of justice to the applicants. The learned Counsel has taken me through the contents of agreement dt. 10/2/2004, the award passed by the Arbitrator and the correspondence entered subsequent to

passing of award as well as the complaint. The learned Counsel has submitted that, even if we read the complaint without adding or subtracting anything therefrom, still no case is made out for issuance of process under section 420 of IPC. On the other hand, the learned Counsel for respondent No. 1 supported the order passed by learned Magistrate and further objected the maintainability of the application under section 482 of Cr.P.C., on the ground that the alternate remedy by way of revision is available to the applicants to challenge the impugned order.

11. In order to appreciate the submissions advanced, I have thoroughly perused the contents of complaint filed by respondent No. 1. Admittedly, the present complaint is filed by M/s. Tristar Beverages (P) Ltd. through Mr. Kanti Parasrampur, Director of Complainant - Company. Although the present complaint is filed with the footing that there was an agreement between the complainant and applicant No. 1 and award passed in arbitration proceeding between complainant and applicant but there is absolutely no mention in the complaint so as to establish the link between the complainant and M/s. Tristar Beverages (P) Ltd. Perusal of agreement dt. 10/2/2004 clearly reflects that it was entered in between Trinity Beverages Pvt. Ltd. on one hand and Tetra Pak India Private Limited (i.e. applicant No. 1) on the other. The present complainant - M/s. Tristar Beverages (P) Ltd. was not party to agreement dt. 10/2/2004. Similarly, in the arbitration proceedings filed before the Arbitrator, the Trinity Beverages Pvt. Ltd. was shown as claimant and Tetra Pak India Private Limited i.e. applicant No. 1 herein was shown as respondent. Except the reference made in clause 5 of the award, which reads as under, there is no reference made of complainant i.e. M/s. Tristar Beverages (P) Ltd. in any other document so as to create obligation as against applicant No. 1.

"51 Based on the combined business plan of claimant and Tristar Beverages Pvt. Ltd. (an associate company of the claimant), respondent agrees to offer a discount of 5% on the list price of the laminate i.e. to say Tetra Pak aseptic packaging material to Claimant and/or Tristar Beverages Pvt. Ltd. combined together reach to the normal discount level which respondent gives to other purchasers. The discount will not be available for packaging material purchased for third party products."

12. Perusal of contents of Clause 5 of arbitration award, at the most leads to draw conclusion that as per settlement arrived in between the Trinity Beverages Pvt. Ltd., and Tetra Pak India (P) Ltd., the applicant No. 1, it was agreed to offer discount of 5% on the list price of the laminate to Trinity Beverages Pvt. Ltd. and Tristar Beverages (P) Ltd. (complainant) as an associate company of Trinity Beverages Pvt. Ltd. Beside said concession, no other obligation such as replacement of the machines material etc. was created under the consent terms or the award in favour of the complainant. The entire correspondence appears to be in between the Trinity Beverages Pvt. Ltd. and applicant No. 1 only. Thus, there was absolutely no contractual obligation entered in between the

complainant and respondent No. 1. The only obligation which the complainant could have enforced against applicant No. 1 was to provide 5% discount on the list price in purchase of the laminates. Thus, on the face of the record the complainant had no locus standi or any cause to file complaint against the applicants.

13. If we read the complaint as it is, still no prima facie case can be said to be made out even under the unchallenged facts in the complaint so as to issue process under section 420 of IPC as against the applicants. The foundation of the complaint is based upon the award passed by the Arbitrator in terms of the consent terms as referred above. As discussed in the foregoing paras, the complainant was neither claimant nor the respondent in the proceedings filed before the Arbitrator. Except the reference of claimant in clause 5 of the award passed by the Arbitrator, there is nothing to establish privity of contract in between the complainant and respondent No. 1. In terms of the para 5 of the award passed, at the most it can be said that applicant No. 1 has agreed to provide discount to the extent of 5% on the price of laminate as an associate company of Trinity Beverages Pvt. Ltd. with whom applicant No. 1 entered into an agreement and settled the arbitration proceedings by filing consent terms. The present complaint is filed by the complainant with whom the applicants had no agreement either to supply packaging material or the machines. The complaint has been filed as if the complainant had an agreement with applicant No. 1 and so also the settlement arrived in between them before the Arbitrator and award was passed in favour of the complainant. The averments made in the complaint are totally based upon incorrect statement of facts made on the part of the complainant which led to issuance of process against the applicants. If we consider the award passed by the Arbitrator, then Tristar Beverages (P) Ltd. i.e. the complainant and Trinity Beverages Pvt. Ltd. were the only two legal entities incorporated under the provisions of Companies Act, 1956, the settlement was arrived. Since both the companies are separate legal entity having separate existence in law, the complainant cannot step into the shoes of Trinity Beverages Pvt. Ltd., and file complaint in the name of said Company as if the entire transaction was in between the complainant and applicant No. 1. It is nowhere the case of the complainant pleaded in complaint that Trinity Beverages Pvt. Ltd. has merged into Tristar Beverages (P) Ltd. Therefore, the complainant has no locus to file such complaint on the basis of the contracts and settlement arrived between the applicant No. 1 and Trinity Beverages Pvt. Ltd.

14. Even if we assume that the complainant has locus standi to file complaint, still in my view no prima facie case has been made out on the basis of the averments made in the complaint to issue process under section 420 of the IPC. After laying down the foundation of the complaint on the basis of agreement dt. 10/2/2004 and award passed by the Arbitrator, the complainant has claimed issuance of process mainly on the basis of averments made in paras 26, 27 & 28 of the complaint, which read as under:

"26. In premises aforesaid, the complainant states and submits that they have suffered loss by the accused fraudulently inducing them to withdraw the arbitration proceedings and to file Consent Terms, knowing fully well that the accused had no intention to comply with their part of the obligations under the same. Had the complainant been aware of the true and real intention of the accused, the complainant would not have agreed to withdraw the claim and would have perused the claim in the arbitration proceedings and thereby accused have committed an offence under section 420 of Indian Penal Code.

27. The Complainant submits that the accused induced the complainant to lease machine and to make investment to the tune of Rs. 70 lakhs and later denied supply of laminates and thereby rendered the machines useless and also failed to replace the said machines with other machines as per the consent award dated 5.12.2005. The act of inducement and misrepresentation on the part of the accused has caused loss to the complainant and thereby the accused have committed an offence under section 420 of Indian Penal Code.

28. The complainant submits that the accused Nos. 1 to 6 with common intention induced the complainant to invest more than 70 lakhs in preparatory, auxiliary and other machines for production juice base beverages in Tetrapak Laminate Machine and after such purchase refused to supply laminate material and thereby caused huge loss to the complainant. The complainant further submits that the accused No. 1 to 6 fraudulently induced the complainant to file consent terms and withdraw claim before arbitration proceedings knowing fully well that they have no intention to comply with the same. Therefore the accused Nos. 1 to 6 have committed an offence under section 34 of the Indian Penal Code."

Thus if we consider the above mentioned averments & even read the complaint as a whole then at the most it can be said that applicant No. 1 has not honoured certain commitments made before the Arbitrator in an Arbitration proceedings in which the consent terms were filed and award was obtained in terms of those consent terms. For not honouring the commitments in terms of the consent terms, the remedy can not be by way of complaint under section 420 of IPC. At the most, the complainant could have invoked the remedy available under the ordinary law to enforce the compliance of terms of agreement or in alternative, could have claimed the damages. Certainly, for breach of terms of consent filed before the Arbitrator cannot form basis to provide cause to file complaint under section 420 of IPC. This act of the complainant is nothing but an attempt to misuse the forum of law by giving a colour of criminal case to a dispute which is purely civil and commercial in nature.

15. The order passed in the matter appears to be passed mechanically. The Metropolitan Magistrate has not taken any pains to even read the complaint. It appears that only on the basis of the report of enquiry submitted before the Magistrate, the Id. Magistrate issued process under section 420 of IPC. In fact, from the report of enquiry submitted before the Magistrate itself spell out that the dispute raised in the complaint refers to dispute of civil in nature. Section

415 of IPC defines the meaning of word cheating. The bare reading of the definition as provided under section 415 of IPC would suggest that, there are two elements which are necessary to attract the offence of cheating. The first and foremost element to attract the offence of cheating is the act in question must amount to an act of deception and secondly it must have been committed with dishonest intention. In order to bring the case within the ambit of first part of section 415 of IPC, it is essential in the first place that the person who delivers the property should have been deceived before he makes the delivery and in the second place he should have been induced to do so fraudulently or dishonestly. If we consider the facts of the present case, then it involves no element of delivery or retention of the property. As discussed in the foregoing paragraphs, there was absolutely no privity of contract in between the complainant and applicant No. 1. As pleaded in the complaint, the entire transaction has taken place in between Trinity Beverages Pvt. Ltd., and applicant No. 1. The present complainant was not the party to any agreement as well as the arbitration proceeding. In terms of the award, applicant No. 1 has only agreed to provide 5% discount on the price of material of packaging i.e. laminate to be purchased by complainant as an associate company of Trinity Beverages Pvt. Ltd. Applicant No. 1 nor any of the applicants has ever entered into any contractual obligation to provide any machine, replacement of machine, packaging material etc. as pleaded in the complaint. The complainant was stranger to contract between applicant No. 1 and Trinity Beverages Pvt. Ltd. Therefore, the instant criminal proceeding against the applicants is bad in law and liable to be quashed in exercise of powers under section 482 of Cr.P.C.

16. Learned Counsel appearing for respondent No. 1 objected to the maintainability of the application under section 482 of Cr.P.C., with contention that the alternate remedy under section 397 of Cr.P.C. is available for the applicants against the order of issuance of process. The learned Counsel has relied upon the decisions of the Hon"ble Apex Court in the cases of Mohit alias Sonu and Another Vs. State of U.P. and Another, and Rajesh Bajaj Vs. State NCT of Delhi and Others, .

17. I have thoroughly considered the submissions advanced as well as the rulings cited. In the case of Rajesh Bajaj (supra) the Hon"ble Bench of Supreme Court has observed that the powers of quashing criminal proceedings should be exercised sparingly and with circumspection, and that too in the rarest of the rare case. In light of the decision rendered in the case of Rajesh Bajaj [supra], it is necessary to consider as to whether the present case is a fit case to exercise the powers under section 482 of Cr.P.C. It is well settled that, inherent powers under section 482 of Cr.P.C. are of wide plenitude with no statutory limitation but same has to be exercised in accordance with the guidelines engrafted in such power viz.; (i) to secure the ends of justice or (ii) to prevent abuse of the process of any Court. It is further settled that no precise and inflexible guidelines can also be laid down so as to limit the exercise of such powers. The exercise of inherent powers would entirely depend on the facts and circumstances of each

case. It should be exercised very sparingly and in a rarest of the rare case. In this context, it is useful to refer the decision of the Hon"ble Apex Court in the case of Gian Singh Vs. State of Punjab and Another, wherein the Bench consists of three Judges has considered the issue at length. In para 57 of the said judgment read as under:

57. The position that emerges from the above discussion can be summarised thus: the power of the High Court in quashing a criminal proceeding or FIR or complaint in exercise of its inherent jurisdiction is distinct and different from the power given to a criminal Court for compounding the offences under section 320 of the Code. Inherent power is of wide plenitude with no statutory limitation but it has to be exercised in accord with the guideline engrafted in such power viz.;

- (i) to secure the ends of justice or
- (ii) to prevent abuse of the process of any Court in what cases power to quash the criminal proceeding or complaint or F.I.R. may be exercised where the offender and victim have settled their dispute would depend on the facts and circumstances of each case and no category can be prescribed. However, before exercise of such power. the High Court must have due regard to the nature and gravity of the crime. Heinous and serious offences of merited depravity or offences like murder, rape, dacoity, etc. cannot be fittingly quashed even though the victim or victim's family and the offender have settled the dispute. Such offences are not private in nature and have serious impact on society. Similarly, any compromise between the victim and offender in relation to the offences under special statutes like Prevention of Corruption Act or the offences committed by public servants while working in that capacity etc.; cannot provide for any basis for quashing criminal proceedings involving such offences. But the criminal cases having overwhelmingly and pre-dominantly civil flavor stand on different footing for the purposes of quashing, particularly the offences arising from commercial, financial, mercantile, civil, partnership or such like transactions or the offences arising out of matrimony relating to dowry, etc. or the family disputes where the wrong is basically private or personal in nature and the parties have resolved their entire dispute. In this category of cases. High Court may quash criminal proceedings if in its view, because of the compromise between the offender and victim, the possibility of conviction is remote and bleak and continuation of criminal case would put accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal case despite full and complete settlement and compromise with the victim. In other words, the High Court must consider whether it would be unfair or contrary to the interest of justice to continue with the criminal proceeding or continuation of the criminal proceeding would tantamount to abuse of process of law despite settlement and compromise between the victim and wrongdoer and whether to secure the ends of justice, it is appropriate that criminal case is put to an end and if the answer to the above question (s) is in affirmative, the High Court shall be well within its jurisdiction to quash the criminal proceeding.

18. Thus, the exercise of powers under section 482 entirely depends upon the

facts and circumstances of the case. The basic principle which needs to be borne in mind while exercising such powers is: whether any case exists wherein it is eminent to exercise such powers to prevent abuse of the process of any Court or to secure the ends of justice. I am of the view that the present case is a case wherein the jurisdiction to exercise powers under section 482 of Cr.P.C. deserves to be exercised so as to prevent further abuse of process of Court at the instance of the complainant. As discussed in the foregoing paras, the complainant has no locus to file complaint against applicants. There was no privity of contract between the complainant and applicant No. 1. The entire foundation of the complaint laid down as if there was contract entered in between the complainant and respondent No. 1. According to the case of the complainant, the applicant has agreed to provide the good deal but said commitment was not honored. Besides the fact that there was no contractual obligation between the complainant and the applicant No. 1, the nature of allegations made in the complaint at the most make out a case of civil dispute. The complainant has abused the process of Court by giving colour of criminal case to dispute purely civil and commercial in nature and got issued the process against the applicants. In the instant case, refusal to exercise powers under section 482 of Cr.P.C. would result into forcing the complainant to face rigors of the criminal proceedings before the trial Court. Therefore, in the facts and circumstances of the case, it is not justified to direct the complainant to challenge the order of issuance of process before revisional Court. In order to prevent the abuse of process of Court and secure the ends of justice, it is just and expedient that proceedings be quashed. The applicant No. 2 is a Company registered under the provisions of laws of Switzerland. The applicant No. 1 is an associate company of applicant No. 2. The process has been issued against six accused persons, which includes the company secretary of respondent No. 1. The proceedings is filed in the year 2009. The impugned order of issuance of process was passed in the year 2012. The instant application was filed in the year 2013. In view of this also, it is desirable to refuse to exercise jurisdiction under section 482 of Cr.P.C. In the facts and circumstances of the case, it is fully justified that the proceedings against the applicants deserves to be quashed as filing of such proceeding and securing an order of issuance of process is nothing but gross abuse of process of Court to settle the business dispute by giving colour of criminal case to a dispute which is purely civil and commercial in nature. I am, therefore, inclined to allow the application in terms of prayer clause "B" of the application. Accordingly the application is allowed in terms of prayer clause "B" of the application. Rule made absolute in above terms with no order as to costs.