

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
CRIMINAL BAIL APPLICATION NO. 1124 OF 2019**

Chintan Arun Zaveri	...Applicant
Versus	
The State of Maharashtra	...Respondent

Mr. N. S. Mundargi I/b S. Selva Kumari for the Applicant

Mr. A. R. Kapadnis, A.P.P for the Respondent-State

Mr. Anil S. Mishra for the Respondent Nos. 2 to 6

CORAM : REVATI MOHITE DERE, J.
MONDAY, 10th JUNE 2019

P.C. :

1 Heard learned counsel for the parties.

2 By this application, the applicant seeks his enlargement on bail in connection with C.R. No. 168 of 2018 registered with the Dindoshi Police Station, Mumbai, for the alleged offences punishable under Sections 406, 420, 34 of the Indian Penal Code.

3 Learned counsel for the applicant and learned counsel for the first informant-Jayesh Parekh and all other victims i.e. Anjali Parekh, Neela Shah, Devang Thakkar and Sejal Shah have tendered Consent Terms entered into between the parties. The said Consent Terms are taken on record and marked 'X' for identification.

4 The first informant – Jayesh Parekh, Anjali Parekh, Devang Thakkar, Vikas Shah-husband of Sejal Shah are present in Court. Neela Shah has given power of attorney to the first informant Jayesh Parekh. Learned counsel for the first informant-Jayesh Parekh and others has tendered power of attorney of Sejal Shah given to her husband Vikas Shah as well as power of attorney of Neela Shah given by her to the first informant-Jayesh Parekh. The same are taken on record and marked as 'X-1 colly.' for identification.

5 As per the Consent Terms, in particular, clauses 8, 12 and 15, the applicant and the complainant and others have agreed to settle their dispute with the applicant for Rupees One Crore as full and final settlement. In clause (8) of the Consent Terms, the details of the payments

to be made by the applicant to the first informant and others, are set out. In clause (12), it is stated that in view of the Consent Terms, the complainant and other claimants give their no objection for grant of bail to the applicant and in clause (15), it is stated that in case, there is default in making payment of amount as per the schedule agreed and mentioned in clause (8), the complainant would be entitled to file an application for cancellation of the bail and that the part payment, if made, will stand forfeited. Learned counsel for the applicant, on instructions, assures that the applicant will abide by the Consent Terms tendered today.

6 The learned A.P.P, on instructions, states that the Investigating Officer has recorded statements of Neela Shah and Sejal Shah, which reveal that both have granted their no objection for grant of bail to the applicant.

7 In view of the aforesaid, without going into the merits of the case, the application is allowed in view of the Consent Terms entered into by and between the parties. The applicant is enlarged on bail on the following terms and conditions :

ORDER

(i) The applicant be released on cash bail in the sum of Rs. 50,000/-, for a period of eight weeks;

(ii) The applicant shall, within the said period of eight weeks, furnish PR Bond in the sum of Rs. 50,000/- with one or two sureties in the like amount;

(iii) The applicant's passport be deposited before his release, with the Investigating Officer, till the applicant complies with the Consent Terms.

8 The application is allowed in the aforesaid terms and is accordingly disposed of.

9 It is made clear that the observations made herein are *prima facie*, and the trial Court shall decide the case on its own merits, in accordance with law, uninfluenced by the observations made in this order.

10 All concerned to act on the authenticated copy of this order.

REVATI MOHITE DERE, J.