

Anand

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

BAIL APPLICATION NO. 1648 OF 2019

Prerna Virendrakumar Arora

.Applicant

Vs.

The State of Maharashtra & ors.

.Respondents

Mr. M. S. Mohite a/w Mr. S. R. Phanse and Mr. Abbas Zaidy i/b.
Zohair & Co., Advocate, for the Applicant

Mr. S. V. Gavand, APP, for the Respondent Nos. 1 & 2 – State

Mr. Ujjwal Gandhi, Advocate, for the Respondent No. 3 / Complainant

Mr. Anil Gupta, Complainant-in-person present

CORAM : REVATI MOHITE DERE, J.

DATE : 16.09.2019

P.C.

. Heard learned counsel for the parties.

2. By this Application, the Applicant seeks her enlargement on bail in connection with C. R. No. 73 of 2018 initially registered with the MIDC Police Station, Mumbai, for the alleged offences punishable under Sections 420, 467, 120B r/w 34 of the Indian Penal Code which was subsequently transferred to the EOW, Unit No. 3, Mumbai.

3. Learned counsel for the Applicant and the learned counsel for the Respondent No. 3 / Complainant have tendered an MOU entered into between the parties i. e. between the Applicant and the Respondent

No. 3 / Complainant. The said MOU is taken on record and marked as “X” for identification. Learned counsel for the Applicant states that the Applicant and the Respondent No. 3 / Complainant have amicably settled their dispute and that the Applicant has undertaken to pay the Respondent No. 3 / Complainant an aggregate amount of Rs. 180,000,000/- within the time frame mentioned in para 2 of the MOU. The Applicant has also in para 7 of the MOU stated that if there is a single default in making the payment as mentioned in the Schedule, the same shall be construed as breach of the terms of the MOU, pursuant to which the Respondent No. 3 / Complainant will be entitled to proceed as against the Applicant before such forums including seeking cancellation of the Applicant’s bail. Learned counsel for the Respondent No. 3 / Complainant states that the Respondent No. 3 has no objection to the grant of bail, in view of the undertaking given by the Applicant to make the payment as mentioned in the MOU. The Applicant and the Respondent No. 3 / Complainant have also tendered the Minutes arrived at between the parties. The same is also taken on record and marked as “X-1” for identification. The Respondent No. 3 / Complainant is present in person and he has no objection to grant of bail to the Applicant in view of the MOU.

4. Without going into the merits, considering the MOU and the Minutes arrived at between the parties, the Application is allowed

and the Applicant is enlarged on bail on the following terms & conditions :-

ORDER

- (i) The Applicant be released on **cash bail** in the sum of Rs. 1,00,000/-, **for a period of six weeks**;
- (ii) The Applicant shall within the said period of six weeks, furnish P. R. Bond in the sum of **Rs. 1,00,000/-** with one or two local sureties in the like amount;
- (iii) The Applicant shall report to the office of the EOW on the **first Saturday of every month** between **10.00 a. m. and 11.00 a. m.** until further orders;
- (iv) The Applicant shall deposit her passport with the office of the EOW, if not deposited;
- (v) The Applicant shall inform her latest place of residence and mobile contact number immediately after being released and/or change of residence or mobile details, if any, from time to time to the Court seized of the matter and to the Investigating Officer of the concerned Police Station;
- (vi) The Applicant shall not leave the country without the prior permission of the trial Court and shall file an Affidavit stating therein that she has no other passport except the passports which are with the EOW;
- (vii) The Applicant shall not leave Mumbai City without the

permission of this Court till the entire payment is made to the Respondent No. 3 / Complainant;

(viii) The Applicant to co-operate in the conduct of the trial;

(ix) If there is a breach of the MOU entered into between the parties, the Respondent No. 3 / Complainant is at liberty to seek cancellation of the Applicant's bail.

5. The Application is allowed in the aforesaid terms and is accordingly disposed of.

6. 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.

7. Matter to be listed for compliance of the first payment on **03.10.2019** under the caption "*For Directions*".

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

(REVATI MOHITE DERE, J.)