

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

**BAIL APPLICATION NO.69 OF 2021
WITH
INTERIM APPLICATION NO.110 OF 2021**

Nikhil Niranjana Chagani

.. Applicant

Vs.

State of Maharashtra

.. Respondent

.....

Mr.Karl Rustomkhan, Advocate for the Applicant.

Mrs.M.R. Tidke, APP for the Respondent - State.

Mr.Shaikh Faizan a/w. Mr.Dilip H. Shukla, Advocate for
Intervenor/Original Complainant.

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CORAM : PRAKASH D. NAIK, J.

DATED : JANUARY 14, 2021.

P.C. :

The applicant is seeking bail in connection with C.R.No.374 of 2020, registered with Jogeshwari Police Station, Mumbai, for the offences punishable under Sections 406 and 420 read with 34 of Indian Penal Code ("IPC", for short). Applicant was arrested on 28th November, 2020.

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The prosecution case is that the first informant intended to pursue her MD in Pediatrics. She had appeared for

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Aher**

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the examination. The applicant-accused has allegedly represented to the complainant that he can arrange for her admission. Complainant had parted the amount to the applicant. The applicant has allegedly received amount of Rs.50,00,000/-, from the complainant.

3 Learned advocate for the applicant submitted that the complainant had executed Memorandum of Undertaking ("MOU", for short) with applicant and the applicant had agreed to pay an amount of Rs.50,00,000/-, to the complainant. The MOU mentions that the amount of Rs.26,00,000/-, is paid to the complainant by Demand Draft. This fact is not disputed by the complainant. The complainant has filed an application for intervention. It is pointed out that the amount of Rs.12,00,000/-, has been paid to the complainant by way of Demand Draft dated 13th January, 2021. This fact is also not disputed by the counsel for the complainant. It is submitted by the learned advocate for the applicant that the balance amount of Rs.12,00,000/-, would be paid to the complainant by post dated cheque for the amount of Rs.12,00,000/-. The post dated cheque for an amount of Rs.12,00,000/-, dated 28th January, 2021, has been handed over to the complainant. It is submitted that the said cheque is promised

to be honoured in favour of complainant. Learned counsel for the complainant admit that the post dated cheque has been received by the complainant. It is further submitted that the complainant has no objection for granting bail to the applicant. It is not disputed that in the present case the first informant is the only victim. Learned counsel for the complainant/intervenor had contended that subject to realization of cheque dated 28th January, 2021, complainant would consent for quashing the proceedings against the applicant before appropriate Court.

4 In view of the settlement arrived at between both the parties, bail can be granted to the applicant.

5 Hence, I pass the following order:

:: ORDER ::

- (i) Bail Application No.69 of 2021, is allowed;
- (ii) The applicant is directed to be released on bail in connection with C.R.No.374 of 2020, registered with Jogeshwari Police Station, Mumbai, on his furnishing P.R. Bond in the sum of Rs.25,000/-, with one or more sureties in the like amount;

- (iii) Applicant is permitted to furnish provisional cash bail security in the sum of Rs.25,000/-, for a period of 12 weeks in lieu of Surety;
- (iv) Applicant shall abide by the statement that the cheque dated 28th January, 2021, issued in favour of the complainant for an amount of Rs.12,00,000/-, would be honoured. In the event of breach of undertaking, the prosecution and/or the complainant/intervenor, is at liberty to prefer an application for cancellation of bail;
- (v) Bail Application No.69 of 2021, stands disposed of accordingly;
- (vi) Interim Application No.110 of 2021, is disposed of.

(PRAKASH D. NAIK, J.)