

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO.225 OF 2021**

Smt.Sunita Pandurang Shinde & Anr. .. Applicants

Versus

The State of Maharashtra & Anr. .. Respondents

...

Mr.Shantanu R. Phanse for the Applicants.

Mr.Ajinkya Badar for Respondent No.2.

Ms.A.A.Takalkar, APP for State.

ASI B.R.Kavche attached to Wanwadi Police Station, Pune present.

...

CORAM: BHARATI DANGRE, J.

DATED : 24th AUGUST, 2021

P.C:-

1. The applicants were admitted to interim protection by order dated 28/01/2021, on the basis of a statement made by the applicants that they are ready and willing to return an amount of Rs.1,10,00,000/-, which was received by them in the transaction. The statement was accepted as a pre-condition for grant of interim protection. Till today, no payment has come. On the last occasion, when the applicants were confronted with the earlier statement, the statement comes from the applicants to the following effect :-

“3. Without prejudice we hereby undertake to refund and/or pay the Complainants as under :

a. Entire received consideration amount of **Rs.1,10,00,000/-**

One Crore Ten Lakhs only

b. Pay the additional amount of **Rs.20,00,000/- Twenty Lakhs** incurred towards payment of Stamp Duty and Registration fees of subject matter Sale Deed dt.14th September 2017, upon execution of sale Deed and documents consenting for withdrawing the complaint or for quashing the F.I.R.. That if the complainants get the same refunded from the Registration authorities, they should refund the same to the Accused hereinabove..

i.e. Total **Rs.1,30,00,000/- One Crore Thirty Lakhs only** to Mr.Amit Vijay Bhatevara and Mr.Suhas Moreshwar Kunte as per their respective shares in it, by depositing the same with the office of this Honorable Court or as directed by this Honorable Court, within 05 months from the date of execution of the Consent Terms by all the parties, towards full and final settlement of the subject matter complaint.”

2. The complainant is present in the Court and he is ready to accept the said payment in the aforesaid terms and conditions, contemplated in clause (b). The only stipulation which is warranted on his part is that a Deed of Cancellation should be executed and the stamp duty towards the said Deed should be borne by the applicants. Learned counsel for the applicants accepts the said responsibility and states that the Deed of Cancellation would be executed within one month from the date of last payment due in clause 3(b) is received by the complainant.

3. Since the complainant is no more aggrieved by the allegations levelled by him in the complaint, the interim protection in favour of the applicants, granted on 28/01/2021,

stands confirmed, subject to the stipulation that the parties shall appear before the Investigating Officer and inform him about the said understanding arrived at between themselves.

(SMT. BHARATI DANGRE, J.)