

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**CRIMINAL APPELLATE JURISDICTION****ANTICIPATORY BAIL APPLICATION NO. 664 OF 2019**

Asha Shrichand Kukreja & Ors.Applicants
Vs.
The State Of MaharashtraRespondent

WITH**ANTICIPATORY BAIL APPLICATION NO. 676 OF 2019**

Shrichand Rajaram Kukreja & Anr.Applicants
Vs.
The State Of MaharashtraRespondent

Mr. Sanjeev Kadam i/by Mr. Gaurav Parkar for the Applicants in both the Applications.

Smt. Rutuja Ambekar, APP for the Respondent No.1-State.

Mr. Girish Pariyani for the Respondent No.2.

CORAM : A. S. GADKARI, J.

DATE : 17th JULY, 2021.

(Through Video Conferencing)

P.C.:-

Mr. Kadam, learned counsel appearing for the Applicants submitted that, the Applicants in ABA No. 676 of 2019 i.e. Shrichand Rajaram Kukreja and Suryakant Shrichand Kukreja have settled the matter with the first informant i.e. Respondent No. 2 herein, for and on behalf of Bharat Builders and Developers. He submitted that, the said two Applicants have accepted the liability on behalf of Bharat Builders and Developers and in their personal capacity also.

2 The Applicant Shrichand Kukreja for himself and on behalf of

the Applicant Suryakant Shrichand Kukreja, has executed Memorandum of Understanding Cum Compromise Deed dated 16th July, 2021 with the first informant i.e. Respondent No.2 herein.

The said Memorandum of Understanding Cum Compromise Deed is signed on behalf of Bharat Builders and Developers by its Chairman i.e. the Applicant Shrichand Rajaram Kukreja and the first informant i.e. Respondent No.2 herein. The said Memorandum of Understanding Cum Compromise Deed is taken on record and marked "X" for identification.

3 Mr. Girish Pariyani, learned Advocate for the Respondent No.2, on instructions, submitted that, in furtherance of Clause No. (C) of the said Memorandum of Understanding Cum Compromise Deed dated 17th July, 2021, the Applicant has received a sum of Rs.50 lakhs by way of Demand Draft drawn on HDFC Bank, Belapur, Sector 15 Branch, a receipt whereof is annexed to the said Memorandum of Understanding Cum Compromise Deed.

4 The Memorandum of Understanding Cum Compromise Deed also prescribes certain covenants of future contract by which, the Applicants in ABA No.676 of 2019 have agreed to pay further amounts to the first informant i.e. Respondent No.2 herein.

Statements made in paragraph Nos. (A), (C) and (E) of the said Memorandum of Understanding Cum Compromise Deed are accepted as undertaking given to this Court by the Applicants in ABA No. 676 of

2019.

5 Mr. Kadam, learned counsel for the Applicants, on specific instructions submitted that, both the Applicants in ABA No.676 of 2019 are accepting responsibility in its totality to make the said payment as mentioned in paragraph Nos. (A), (C) and (E) of the Memorandum of Understanding Cum Compromise Deed. The said statement is also accepted as an undertaking given to this Court.

 It is made clear that, in case of breach of any of the terms of the said Memorandum of Understanding Cum Compromise Deed, the first informant i.e. the Respondent No.2 herein, will be at liberty to file an Application for cancellation of Bail of the Applicants in ABA No. 676 of 2019, namely Shrichand Rajaram Kukreja and Suryakant Shrichand Kukreja.

6 In view of the compromise arrived at between the parties herein, the interim reliefs granted by Orders dated 15th March, 2019 in ABA No.664 of 2019 and 19th March, 2019 in ABA No.676 of 2019 are hereby confirmed. However, the condition to attend the concerned Investigating Officer/Police Station, is waived.

7 Both the Applications are allowed in the aforesaid terms by granting the aforementioned liberty to the first informant i.e. Respondent No.2 herein.

(A.S. GADKARI, J.)