

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
CRIMINAL BAIL APPLICATION NO.1819 OF 2021**

Suraj Shivsharan Singh Chauhan .. Applicant
Versus
The State of Maharashtra .. Respondent

**WITH
INTERIM APPLICATION NO.2066 OF 2021
IN
CRIMINAL BAIL APPLICATION NO.1819 OF 2021**

M/s.Gammon Engineers and Contractors
Pvt. Ltd. .. Intervenor

In the matter between :-

Suraj Shivsharan Singh Chauhan .. Applicant
Versus
The State of Maharashtra .. Respondent

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Mr.Akhilesh Chaubey with Mr.Virendra Pandey i/b AVC & Associates for the Applicant.

Mr.Swapnil S. Pednekar, APP for the State.

Mr.Sushil Upadhyay with Mr.Rajiv Gupta i/b Mr.A.M.Saraogi for the Intervenor.

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**CORAM: BHARATI DANGRE, J.
DATED : 15th SEPTEMBER, 2021**

P.C:-

1. The Applicant is charged for the offences punishable under Sections 409 and 420 of the Indian Penal Code (for short, “**IPC**”), registered with Dadar Police Station. In the said C.R., he was arrested on 22/02/2021 and since then he remain incarcerated.

2. The complaint filed by an employee of Gammon Engineers and Contractors Pvt. Ltd. is to the effect that an order for Multiwall Polycarbonate Sheets was placed with the Applicant and consideration for the same was deposited in his account, but there was a failure to deliver the agreed quantity of Multiwall Sheets and the allegation is, it fell short of 700 sheets and this caused delay in completion of the work of the company and, therefore, a dispute arose. The complainant allege that the Applicant agreed to pay some additional amount for the loss caused and a cheque amounting to Rs.1,52,00,000/- was given in the name of the company, since the cheque was dishonoured, the present FIR was filed.

3. Today, the consent terms, signed by the Applicant, Informant as well as their respective counsel are placed on record and marked as ‘X’. The said terms reflect that the parties have amicably settled the dispute amongst themselves as it is a pure business transaction and, the terms are set out in paragraphs 3 and 4 of the said consent terms, which are reproduced as under :

“3. That the Applicant/Accused hereby undertake to pay to the Complainant/First Informant (Intervener) the sum of **Rs.45,00,000/-** (Forty Five Lakh Only) on execution of the present consent term in the following manner :-

- a. A sum of **Rs.06,00,000/-** (Rupees Six Lakh only) to be paid vide Demand Draft bearing No.715203 dated 07/06/2021 drawn on YES BANK, Bandra East.
- b. A sum of **Rs.09,00,000/-** (Rupees Nine Lakh only) to be paid vide Demand Draft bearing No.715204 dated 07.06.2021 drawn on YES BANK, Bandra East.
- c. A sum of **Rs.20,00,000/-** (Rupees Twenty Lakh only) to be paid vide Demand Draft bearing No.003249 dated 09.06.2021 drawn on HDFC BANK, New Delhi.
- d. A sum of **Rs.10,00,000/-** (Rupees Ten Lakh only) to be paid vide Demand Draft bearing No.003250 dated 10.06.2021 drawn on HDFC BANK, New Delhi.

4. The Applicant/Accused hereby undertake to pay the balance amount of **Rs.80,00,000/- (Eighty Lakh only)** to the Complainant/First Informant (Intervener) on or before six months from the date of last payment made as per the present Consent Term.”

4. It is undertaken by the parties that the aforesaid terms in paragraphs 3 and 4 would be abided by them, in the manner set out therein and, on receipt of the amount mentioned in the said consent terms, the informant would file an application for quashing of the FIR. Another clause in the consent terms is to the effect that the terms are entered into by free will and free consent of the parties and they shall be strictly abided by.

5. In the wake of the consent terms entered into between the parties, subject to the stipulation that they shall be adhered to and the necessary amount shall be paid to the Informant, the Applicant is entitled to be released on bail. Hence, the following order.

: ORDER :

- (a) Applicant - Suraj Shivsharan Singh Chauhan shall be released on bail in C.R.No.131 of 2019 registered with Dadar Police Station on furnishing P.R. bond to the extent of Rs.25,000/- with one or two sureties of the like amount.
- (b) The Applicant shall mark his attendance in the concerned Police Station on first Monday of every month between 10.00 a.m. and 2.00 p.m., till framing of charge.
- (c) The Applicant shall not directly or indirectly make any inducement, threat or promise to any person acquainted with facts of case so as to dissuade him from disclosing the facts to Court or any Police Officer and shall not tamper with the prosecution evidence.
6. The application is allowed in the aforestated terms.
7. In view of the disposal of the Bail Application, Interim Application also stands disposed of.

(SMT. BHARATI DANGRE, J.)