

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

ANTICIPATORY BAIL APPLICATION NO.2768 OF 2019

Munaf Kadar Vadgama ... Applicant
Versus
State of Maharashtra and another ... Respondents

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**WITH
ANTICIPATORY BAIL APPLICATION NO.2784 OF 2019**

Aslam Merchant ... Applicant
Versus
State of Maharashtra and another ... Respondents

Mr. Karma Vivan, Advocate for the Applicant in
ABA/2768/2019.

Mr. Karl P. Rustomkhan, Advocate i/b. Rahul Arote for the
Applicant in ABA/2784/2019.

Ms. G.P. Mulekar, APP for Respondent No.1-State.

Mr. A.Z. Mookhtiar, Advocate a/w. Adnan A. Mookhtiar, for
Respondent No.2 in both matters.

CORAM :- SARANG V. KOTWAL, J.

DATE :- 20th NOVEMBER, 2021

P. C. :-

1. Both these applications are decided by this common
order because they arise out of the same FIR and same
investigation.

2. Heard Shri Karma Vivan, learned counsel for the Applicant in ABA/2768/2019, Shri Karl Rustomkhan, learned counsel for the Applicant in ABA/2784/2019, Smt G.P. Mulekar, learned APP for Respondent No.1-State and Mr. A.Z. Mookhtiar, learned counsel for Respondent No.2.

3. The Applicants are seeking anticipatory bail in connection with C.R.No.675/2019 registered at Khar Police Station, Mumbai under Sections 406, 420, 506 read with 34 of the Indian Penal Code and under Sections 4 and 5 of the Maharashtra Ownership of Flats (Regulation of the Promotion, Construction, Sale, Management and Transfer) Act, 1963.

4. Both the Applicants are the partners of M/s. Jastcons Developers. The gist of the allegations in the FIR are that the Applicants have agreed to sell flat Nos.9 and 10 in their project at Aafiyah Heights Co-operative Housing Society at Khar. The agreed area of the flats was 1250 sq. ft. each. The total consideration was Rs.3,50,00,000/-. He had paid the amount. The agreements were executed. However, the informant was given two flats of 480 sq. ft. each. He was threatened and he

lost his money. On this basis, the FIR was lodged.

5. The original first informant is respondent No.2 in both these applications. The parties have settled their differences and have entered into the consent terms. These consent terms dated 20.11.2021 are taken on record in each of the matters. Both the applicants as well as Respondent No.2 are present before the Court. They are identified by their respective counsel. All the parties have reiterated that they have willingly entered into the consent terms.

6. I have perused the consent terms. Considering that the matter is settled and Respondent No.2 does not have objection for grant of these applications, there is no impediment in protecting the Applicants from arrest in this particular offence. Learned APP also does not have any objection if the anticipatory bail is granted to the Applicants in view of the consent terms entered into by the parties.

7. Hence, the following order.

ORDER

(i) In the event of their arrest in connection with

C.R.No.675/2019 registered with Khar Police Station, Mumbai, the Applicants be released on bail on their executing PR. bonds in the sum of Rs.30,000/- each (Rupees Thirty Thousand Only) with one or two sureties each in the like amount.

(ii) Anticipatory Bail Applications are disposed of accordingly.

(SARANG V. KOTWAL, J.)

PRADIPKUMAR
PRAKASHRAO
DESHMANE

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DESHMANE
Date: 2021.11.20
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Deshmane (PS)