

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

ANTICIPATORY BAIL APPLICATION NO.2599 OF 2021

Hemang Mukesh Shah

.... Applicant

versus

State of Maharashtra

.... Respondent

WITH

INTERIM APPLICATION NO.2954 OF 2021

WITH

INTERIM APPLICATION NO.326 OF 2022

Vishal Ashok Bhansali Intervenor
(Org. Complainant)

IN THE MATTER BETWEEN :

Hemang Mukesh Shah

.... Applicant

versus

State of Maharashtra

.... Respondent

.....

- Mr.Aabad Ponda, Senior Advocate i/b. Jugal Kanani, Advocate for Applicant.
- Mr.Subhash Jha a/w Manoj Chauhan i/b. Law Global, Advocate for Intervenor in both the I.A.s.
- Mr.P.H. Gaikwad, APP for the State/Respondent.

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CORAM : SARANG V. KOTWAL, J.
DATE : 28th JANUARY 2022
(through video conferencing)

P.C. :

1. The Applicants are seeking anticipatory bail in connection with C.R.No.60/2021, dated 27/02/2021, registered with N.M. Joshi Marg Police Station, Mumbai, under sections 406, 120-B of the Indian Penal Code. The offence is now being investigated by EOW by registering their own C.R.No.66/2021,
2. Heard Mr.Aabad Ponda, Senior Advocate for the Applicant, Mr.Subhash Jha, learned counsel for the Intervenor and Mr.PH. Gaikwad, learned APP for the State.
3. The FIR in this case is lodged by one Vishal Bhansali. The gist of the FIR is that during the period between 01/02/2016 to 24/02/2016, the Applicant and others had taken gold bars and silver worth Rs.8,72,60,547/-. The understanding was that the Applicant and his family members were to make certain articles and ornaments out of those gold and silver. The Applicant and others had issued signed vouchers in token of having received the gold and silver. It is the case of the

informant that within the stipulated period the articles were not given, the gold and silver was not returned and the money was not returned. There was some discussion, the Applicant had agreed to return the said amount and interest at the rate of 18%. According to the first informant, the total amount due and payable including the interest was to the tune of Rs.12,82,60,547/-. The Applicant and others had given 13 cheques for that. But those cheques were dishonoured on presentation. On this basis and also on the allegations that further amount was Rs.26,36,677/- was not returned, the FIR was lodged. The total misappropriation was Rs.13,08,97,224/-.

4. Today consent terms are produced before the Court. They are signed by both the parties. There is a schedule provided in the consent terms for return of 11,156 grams of 999 purity gold. The different dates on which gold is to be returned is also mentioned in the consent terms. Both the counsel for the parties stated that these consent terms are entered into by the parties, are out of their free will.

5. Mr.Jha learned counsel for the intervenor-first informant insisted that the original consent terms be kept on Court's record. Therefore at his instance I am taking the original consent terms on record, as part of record of this Anticipatory Bail Application.
6. Learned counsel Mr.Ponda does not have objection for taking the original consent terms on record.
7. Thus, the consent terms shall form part of the record of the Criminal Anticipatory Bail Application No.2599/2021.
8. In view of the settlement arrived at between the parties, the investigating agency does not have objection if the Anticipatory Bail Application is allowed and if the Applicant is granted anticipatory bail.
9. Hence, the following order :

ORDER

- (i) In the event of his arrest in connection with C.R.No.60/2021, dated 27/02/2021, registered with N.M. Joshi Marg Police Station, Mumbai, (EOW C.R. No.66/2021), the Applicant is directed to be released on bail on his furnishing PR bond in the sum of Rs.30,000/- (Rupees Thirty Thousand Only) with one or two sureties in the like amount.
- (ii) Application stands disposed of accordingly.
- (iii) With the disposal of Anticipatory Bail Application, all the Interim Applications are also disposed of.

(SARANG V. KOTWAL, J.)