

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO. 29 OF 2023

Sitendra S. Sharma ...Applicant
V/s.
State of Maharashtra ...Respondent.

Mr. Datta Mane for the Applicant.
Ms Veera Shinde, APP for the Respondent/State.
Mr. Vinod Chate i/b M/s. Chate and Associates for the original Complainant.

CORAM : N.R. BORKAR, J.
DATE : 28.04.2023.

P.C. :

1. This is an application under Section 438 of Code of Criminal Procedure for anticipatory bail.
2. The applicant is apprehending his arrest in Crime No.196 of 2022 registered at Kalamboli Police Station, Raigad for the offences punishable under Sections 406 and 420 read with 34 of the Indian Penal Code.
3. The allegations against the present applicant are of misappropriation of goods owned by the complainant worth Rs.18,82,230/- which were kept in the Warehouse of the applicant.
4. The learned counsel for the applicant and the learned counsel for the complainant submits that the parties have settled their dispute amicably. The Consent Terms tendered to that effect are taken on record and marked as “X” for the purpose of identification.

5. For the ease of reference, the said Consent Terms are scanned and reproduced below:

Coram:- N. R. Borkar, J.
Date: 28/11/2023
Tendering copy and
taken on record marked
15-X for future
Impd R
28/11/23

-X-

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO. 29 OF 2023

DIST-RAIGAD

Mr. Sitendra Sohanlal Sharma)
Age 40 years, Occu:- Business,)
R/O:- B-503-504, Shankar)
Apartment, Plot No.12E,)
Sector No.8, Kharghar,)
Tal-Panvel, Dist- Raigad,)
Navi Mumbai.)-Applicant

V/s.

State of Maharashtra,)
Through Sr. Inspector of Police,)
Kalamboli Police Station,)
Dist- Raigad. In connection)
with FIR No.196/2022)-Respondents

And

Mr. Krupa Shankar Tiwari)
General Manager, Lason India Pvt)




2

Ltd, having office at Unit No.504)
 Hallmark Business Plaza,)
 Sant Dnyaneshwar Nagar Marg,)
 Near Gurunanak Hospital,)
 Kalanagar, Bandra (E), Mumbai.)..Orig. Complainant

CONSENT TERMS

We, the above-named Applicant namely Mr. Sitendra Sohanlal Sharma, Age:40Years(*Party on the First Part*) & Orig. Complainant namely Mr. Krupa Shankar Tiwari, An adult,General Manager of Lason India Pvt, (*Party on the Second Part*), both Indian Inhabitants, wish to state, submit and pray, as under;

1. The Applicant is the original accused in connection with FIR No. 196/2022 registered at Kalamboli police station, Dist-Raigad for the offences under section 420, 406 read with 34 of IPC. (hereinafter refer as "offence" for the sake of brevity) whereas I, Intervener is the original complainant in the above FIR No. 196/2022 registered with Kalamboli police station, Dist-Raigad.
2. The party on the first part is owner of Shree Paramhans Warehousing Corporation Kalamboli, New Mumbai. The party on the second part is Intervener/Orig. Complainant who is General Manager of Lason India Pvt Ltd. The Warehouse Storage Agreement was executed on 12th August 2019 between Shree Paramhans Warehousing Corporation Kalamboli, New Mumbai and Lason India



2



3

Pvt Ltd. The clause no.15 and 16 of the agreement takes care about the debit of charges from the payment of the party on the first party in case there is leakage to the drums in the warehouse of the party on the first part.

3. The Intervener/Orig. Complainant has filed the above FIR No. 196/2022 with Kalamboli police station, Dist-Raigad for the offense under section 420 , 34 of IPC against Applicant and One Mr. Sushil Kumar who is employee of the Applicant.
4. We say that now the party on the first part and second part have agreed to settle the dispute on the condition that the party on the first party shall compensate the party on the second part for leakage of the 20 pecoline chemical drums. After meetings, deliberations and discussions, the total settlement amount of Rs. 12,00,000/- (Twelve Lakhs) is decided between the parties as the full and final settlement amount towards leakage of chemicals in 20 drums from the warehouse of the party on the first part.
5. We both the parties state that now we have settled our dispute amicably and hence party on the second part is not interested to continue with the proceedings of FIR No. 196/2022 registered at Kalamboli police station, Dist-Raigad on merit as subject dispute is already been settled amicably out of the court.
6. As agreed, the Party on the first part would pay a lum sum total compensation amount of Rs. 12,00,000/- to the Party on the second part through Demand Drafts in two instalments. The Amount of Rs. Rs. 6,00,000/- is

3 

4

being paid through Demand Draft bearing its D.D. No. 004388 dated 10/04/2023, drawn on GS Mahanagar Co-Operative Bank Ltd, Kharghar, Navi Mumbai, in favour of company of the second part Lason India Pvt Ltd as first instalment of 50% amount of full and final settlement amount and party on the second part hereby gives no objection for the grant of Anticipatory Bail to the Applicant Mr. Sitendra Sohanlal Sharma and also to Mr. Sushil Kumar if he files Anticipatory Bail Application in the Hon'ble Sessions Court/High Court. The Copy of the Demand draft is annexed herewith as **Exhibit "A"**

7. The Parties hereby agree that the party on the first part Mr. Sitendra Sohanlal Sharma and other accused his employee Mr. Sushil Kumar shall file Cri. Writ Petition for quashing of the FIR No. 196/2022 registered at Kalamboli police station, Dist-Raigad in the Hon'ble High Court, Mumbai and the party on the second part shall unconditionally give/file Consent Affidavit of No objection for quashing of the FIR No. 196/2022 against the applicant Sitendra Sohanlal Sharma and his employee Mr. Sushil Kumar who is also accused in the FIR. It is also agreed between the parties that the Party on the first part would pay a remaining compensation amount of Rs. 6,00,000/- to the Party on the second part through Demand Drafts in favor of company of the second part viz. Lason India Pvt Ltd at the time of Quashing of the FIR No. 196/2022 registered at Kalamboli police station, Dist-Raigad and after receiving the balance amount Party on the second part shall give shall unconditionally



4 

5

give/file a Consent affidavit for Quashing of the FIR No. 196/2022 before Hon'ble High court within six months and or before six months if balance amount is paid to party on the second part.

8. The parties hereby agree that except as stated in the present consent terms they don't have any sort of claim against each other and the entire dispute between Shree Paramhans Warehousing Corporation Kalamboli, New Mumbai and Lason India Pvt Ltd stands settled. The parties have no grievance against the each other. Both the parties hereby agree that in future they shall not file any civil, criminal or any other proceedings against each other in respect of subject matter of the FIR No. 196/2022 registered with Kalamboli police station, Dist-Raigad or the Warehouse Storage Agreement executed on 12th August 2019 or any other proceedings against each other.
9. In view of receipt of first installment of Rs. 6,00,000/- viz. 50% amount of full and final settlement amount through Demand Draft No. 004388 dated 10/04/2023 at Exhibit "A" above, party on the second part hereby gives no objection for the grant of Anticipatory Bail to the Applicant Mr. Sitendra Sohanlal Sharma.
10. We the Applicant and Intervener/Orig. Complainant, hereby state and submit that contents of present consent terms are read over to both of us to our understanding and same is enumerated as per our instructions, further no any fraud, coercion and pressure is applied upon us to arrive to such present settlement



5



6

terms as we both are recording our respective consent with our free will and conscious mind.

11. Hence the present Consent Terms are filed before this Hon'ble Court.

Place:- Mumbai

Dated: 28.04.2023.



(Sitendra Sohanlal Sharma)
Applicant



(Advocate for the Applicant)



(Mr. Krupa Shankar Tiwari)
(Intervener/Orig. Complainant)



(Advocate For Intervener/
Orig. Complainant)

6. In view of amicable settlement of dispute between the parties, which *prima facie*, appears to be of civil nature, I am inclined to release the applicant on anticipatory bail. In the result the following order is passed.

ORDER

A) The Application is allowed.

B) In the event of arrest of the applicant in C.R. No.196 of 2022 registered at Kalamboli Police Station, Raigad for the offences punishable under Sections 406 and 420 read with 34 of the Indian Penal Code, he be released on bail on executing P.R Bond in the sum of Rs.15,000/- (Rupees Fifteen Thousand) with one surety two sureties in the like amount.

[N.R.BORKAR, J.]