

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

ANTICIPATORY BAIL APPLICATION NO.317 OF 2023

Nazir Ismail Haji Mansoori ...Applicant

Versus

The State of Maharashtra ...Respondent

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Mr. Vishal Deshmukh i/b. Mr. Avdhut Hingne for the Applicant.

Mr. Mehboob Shaikh for the original Complainant.

Mr. S.V. Gavand, APP for the Respondent No.1-State.

CORAM: SMT. ANUJA PRABHUDESSAI, J.

DATED : 4th MAY, 2023.

P. C. :-

1. The Applicant apprehends arrest in C.R. No.392 of 2022 registered with Bandra Police Station, Mumbai, for the offences punishable under Sections 406 and 420 of the IPC.

2. In the course of the hearing the Applicant and the First Informant had expressed their desire to resolve the dispute amicably. With consent of the parties, Mr. Gavand, learned APP were directed to assist the parties in arriving at settlement. Accordingly, settlement talks were held. Learned counsel for the Applicant and the First Informant state that with assistance of Mr. Gavand, the parties have now arrived

at amicable settlement. They have placed on record the consent terms, which read thus:-

CONSENT TERMS

- (i)** The Applicant has agreed to pay an amount of Rs. 30,00,000/- to the first informant as and by way of full and final settlement of dispute between them and the First informant hereby accept to receive the said amount as and by way of full and final settlement of dispute between them;
- (ii)** The payment of said amount of Rs. 30,00,000/- shall be made in following manner by the Applicant to the First informant in following manner

 - (a)** The First informant hereby accepts that he has already received an amount of Rs. 3,00,000/- (Three Lakhs Only) from the Applicant
 - (b)** The Applicant has already deposited an amount of Rs. 22,00,000/- (Twenty-two Lakhs only) in this Hon'ble Court and the

First Informant have liberty to withdraw the said amount of Rs. 22,00,000/- (Twenty Lakhs Rupees Only) from the Registrar of Criminal Appellant Side of High Court Bombay; however the said amount can be withdrawn by the first informant upon filing of consent affidavit for quashing of FIR as mentioned hereinbelow.

(c) The applicant/accused shall pay the balance sum of Rs. 5,00,000/- (Five Lakhs Rupees Only) to the original complainant in 15 days from the date of the signing of the present consent terms consent terms.

(iii) It is agreed by and between the parties that upon receiving entire amount of Rs. 30,00,000/- as stated in the present consent terms; the three agreements executed between the applicant and first informant and his daughter in law in respect of three shops on

three stamp Papers bearing No. 1) AL 396408 dated 24th Sep 2018 of Rs. 14,00,000/- (Fourteen Lakhs Rupees Only) 2) AR 915731 dated 26th June 2019 of Rs. 16,50,000/- (Sixteen Lakhs Fifty Thousand Rupees Only) 3) VV 508625 dated 05th October 2019 of Rs. 20,00,000/- (Twenty Lakhs Rupees Only) shall be ineffective and the first informant and or anybody claiming through him, his legal heirs, relatives, his assigns shall not claim any right whatsoever on the basis of the said agreements before any authority in any manner and the first informant shall return the original three agreements to the applicants

(iv) On the basis of assurances given by the Applicant to the First Informant in the present consent terms, the First informant has no objection for granting anticipatory bail to the Present Applicant;

(v) On the basis of assurances given by the Applicant to the First informant in the present

consent terms and upon payment of last instalments, the First informant shall withdraw the allegations made by him against the applicant and upon filing of a petition for quashing of FIR and / or charge sheet the first informant shall appear before the Hon'ble High Court and give her no objection for quashing of FIR and / or charge sheet against the applicant and his parents.

(vi) That the present consent terms shall be is effective and enforceable from the date of its execution and shall remain effective and binding on both the parties.

(vii) That it has also been agreed between the parties that they will adhere to the terms and conditions of this Settlement and will do all acts necessary for the expeditious compliance of the same and shall cooperate with each other for strengthening the marital tie and for keeping the same intact in the interest of both the parties.

- (viii)** That the contents of this consent terms have been read over and explained to both the parties and they have understood the same to be true and correct and both the parties have executed this consent terms bonafide, voluntarily and out of their own free will and consent, without any force, pressure, duress, threat, fraud, coercion, misrepresentation, collusion or undue influence, whatsoever.
- (ix)** That both the parties to the present consent terms undertake that they shall duly perform and abide by all the terms and conditions as contained in the present Consent terms and in case of breach of any of the terms and conditions as envisaged hereinabove, the party committing default shall be liable to be punished under the provisions of Contempt of Courts Act, 1971.
- (x)** That both the parties hereby agrees that upon due compliance of present consent terms, both the parties and / or anybody claiming through

them, their legal heirs, relatives, their assigns shall not file any future civil or criminal litigation against either side in respect of the subject agreement referred to in the present consent terms

(xi) That all the pending disputes and differences between the parties have been fully and finally settled.

3. Matter was listed yesterday. Mr. Gavand, learned APP states that the First Informant was present in the court yesterday and that he has signed the consent terms and in presence of his counsel. The consent terms are also signed by the Applicant and his counsel. The terms are agreeable to the parties. The Consent Terms are taken on record and marked 'X' for identification. The statements made therein are accepted as an undertaking to the Court. Since the parties have arrived at an amicable settlement, this is a fit case to exercise discretion under Section 438 of the Cr.PC.

4. Under the circumstances, the application is allowed on the following terms and conditions:-

- (i) In the event of arrest of the Applicant in C.R. No.392 of 2022 registered with Banbdra Police Station, Mumbai, the Applicant shall be released on bail on furnishing PR bonds in the sum of Rs.25,000/- with one or two sureties to the like amount;
- (ii) The Applicant shall report to the Investigating Officer as and when required by the Investigating Officer;
- (iii) The Applicant shall keep the Investigating Officer informed of his current address and mobile contact number, and/or change of residence or mobile details, if any, from time to time.

5. The application stands disposed of.

6. This Court acknowledges and appreciates the efforts taken by Shri Gavand, learned APP in assisting the parties in arriving at an amicable settlement and in formulating the consent terms.

(SMT. ANUJA PRABHUDESSAI, J.)