

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

**ANTICIPATORY BAIL APPLICATION NO.994 OF 2023
WITH
INTERIM APPLICATION NO.1517 OF 2023
IN
ANTICIPATORY BAIL APPLICATION NO.994 OF 2023**

Revati Himanshu Shah ...Applicant

Versus

The State of Maharashtra ...Respondent

**WITH
ANTICIPATORY BAIL APPLICATION NO.996 OF 2023
WITH
INTERIM APPLICATION NO.1515 OF 2023
IN
ANTICIPATORY BAIL APPLICATION NO.996 OF 2023**

Narendra Dhirajlal Shah ...Applicant

Versus

The State of Maharashtra ...Respondent

**WITH
ANTICIPATORY BAIL APPLICATION NO.995 OF 2023
WITH
INTERIM APPLICATION NO.1511 OF 2023
IN
ANTICIPATORY BAIL APPLICATION NO.995 OF 2023**

Himanshu Narendra Shah ...Applicant

Versus

The State of Maharashtra ...Respondent

...

Mr. Navin Chomal i/b. Ms Catherine Fernandes for the Applicnats.
Mr. Abhishek Walawalkar for the Intervenor.
Mr. S.V. Gavand, APP for the Respondent-State.

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CORAM: SMT. ANUJA PRABHUDESSAI, J.

DATED : 25th APRIL, 2023.

P. C. :-

1. The Applicants seek pre-arrest bail in Crime No. 1414 of 2022 registered with Kandivali Police Station, Mumbai, for the offences punishable under Sections 406, 420, 504 and 506 r/w 34 of the IPC.

2. The Applicants had expressed their willingness to settle the matter amicably. Mr. Gavand, learned APP was requested to assist the parties in arriving at settlement. Learned counsel for the Applicants and learned counsel for the First Informant state that with the assistance of learned APP parties have arrived at settlement. Pursuant to the settlement arrived between the parties, Applicant – Himanshu Narendra Shah, Director in M/s. Prashanti Land Developers Pvt. Ltd. has filed an affidavit -cum-undertaking, which reads thus:-

“UNDERTAKING

I, Himanshu Narendra Shah, Age: 53 Yrs., Occ.: Business, - Director in M/s. Prashanti Land Developers Pvt. Ltd., having address at – G-2/3, Gajalaxmi Apartments, Off. Ram Mandir Road, Opp.: Dream Building, Babhai Naka, Borivali (W), Mumbai - 400 092, do hereby state on solemn affirmation that:-

1. I am the Applicant in the above Anticipatory Bail

Application, which has been filed along with Anticipatory Bail Application Nos.: 994/2023 & 996/2023, arising out of the same matter, wherein my wife Smt. Revati Himanshu Shah as well as my aged father Shri Narendra Dhirajlal Shah are the respective Applicants. Firstly I say that I am the Director looking after the day to day affairs of the said Company M/s. Prashanti Land Developers Pvt. Ltd., while my wife being a housewife and my father being an aged person, both are Directors only for the name sake, however they are not actively involved in the working of the business. Hence I am myself settling the matter with the Complainant for myself as well as the other aforesaid two Applicants as stated above in the said two Anticipatory Bail Applications, since the Complainant has a common claim against us all.

2. I say that in brief, it has been settled between myself as well as on behalf of the other two aforesaid Applicants too and the Complainant herein Shri Vinod Sanjeev Kaval that the entire issue between us shall be settled upon issuance of the total payment of Rs.1,50,00,000/- (Rupees One Crore, Fifty Lakhs only) for myself as well as the other two co-accused and the Company M/s. Prashanti Land Developers Pvt. Ltd. in total 9 monthly instalments starting from the present month of April, 2023 and closing by 29th December, 2023.

3. Accordingly I am commencing the making of payment to the Complainant starting from today itself in the form of the first Demand Draft and rest Post Dated Cheques, all favouring the son of the Complainant Shri Vinay Vinod Kaval,

in whose name as instructed by the Complainant I have always been making payments since years for the monthly rent amounts.

4. I am also clarifying that the said entire payment is being made with an understanding and assurance from the side of the Complainant/First Informant and his son that upon realization of the complete payment of Rs.1,50,00,000/- (Rupees One Crore, Fifty Lakhs only), the Complainant/First Informant shall unconditionally withdraw the Consumer Case being Complaint No.: 200 of 2022 before the District Consumer Disputes Redressal Forum, at Mumbai, filed by his son Shri Vinay Vinod Kaval against the said Company M/s. Prashant Land Developers Pvt. Ltd. as well as myself and the other Directors and so also shall the Complainant/First Informant give his unconditional No-Objection and fully cooperate with me as well as my other co-Directors i.e. the other two Applicants being my wife Smt. Revati Himansu Shah and my father Shri Narendra Dhirajlal Shah for getting the F. I. R. in the present matter being the C. R. No.: 1414/2022 registered with the Kandivali Police Station, Mumbai, U/s. 406, 420, 504, 506 R/w. 34 of the Indian Penal Code, quashed by our Hon. High Court in the Petition that shall be moved from our side. The Complainant shall accordingly make the said statement of assurance before the Hon. Court in the present matter upon receipt of the Demand Draft and the corresponding cheques.

5. I accordingly say that the schedule of payment to the Complainant herein shall be as follows -

PROPOSED PAYMENT SCHEDULE

Sr. No.	D. D./Cheque Drawn on the Cosmos Bank & Dates	Amount (Rs.)
1	D. D. No.: 223231 24/04/2023 & Cheque No.: 353412 29/04/2023	10,00,000/- 12,00,000/-
2	Cheque No.: 353413 05/06/2023	16,00,000/-
3	Cheque No.: 353414 05/07/2023	16,00,000/-
4	Cheque No.: 353415 05/08/2023	16,00,000/-
5	Cheque No.: 353416 05/09/2023	16,00,000/-
6	Cheque No.: 353417 05/10/2023	16,00,000/-
7	Cheque No.: 353418 05/11/2023	16,00,000/-
8	Cheque No.:	16,00,000/-

	353419	
	05/12/2023	
9	Cheque No.: 353420 29/12/2023	16,00,000/-
	Total	1,50,00,000/-

6. Accordingly I am handing over the aforesaid One Demand Draft and 9 Cheques to the Complainant for their presentation on the due dates for encashment.

7. I say that I intend to settle the matter amicably with the Complainant and shall honour all the cheques and they shall get cleared on the due dates, failing which I am ready and willing to face the appropriate consequences under the Law for violation of the present Undertaking being given before this Hon. Court. I further state that I am making the present undertaking without any coercion or duress of any sort.”

3. Though the terms are signed by only one of the Applicants i.e. Himanshu Narendra Shah, the same are acceptable to the Applicants-Narendra Dhirajlal Shah and Revati Himanshu Shah.

4. Learned counsel for the Intervenor, under instructions states that said settlement terms are agreeable to the parties. It is stated that upon payment of last installment, parties would file

appropriate proceedings for quashing the FIR and withdrawing other proceedings, if any. Learned counsel for the Intervenor concedes that on 24/04/2023 the First Informant has received Demand Draft for Rs.10,00,000/- and 9 post dated cheques for Rs.1,50,00,000/- .

5. Considering the fact that the parties have arrived at the settlement, in my considered view, this is a fit case to exercise discretion under Section 438 of the Cr.P.C. Hence, the applications are allowed on the following terms and conditions:-

(i) In the event of arrest of the Applicants in Crime No.

1414 of 2022 registered with Kandivali Police Station, Mumbai, the Applicants shall be released on bail on furnishing PR bonds in the sum of Rs. 25,000/- each with one or two sureties to the like amount;

(ii) The Applicants shall report to the concerned Investigating Officer as and when required by the Investigating Officer;

(iii) The Applicants shall keep the Investigating Officer informed of their current address and mobile contact numbers, and /or change of residence or

mobile details, if any, from time to time.

6. It is made clear that in the event of default in payment of any of the installments, bail order shall stand recalled.

7. All the Anticipatory Bail Applications as well as Interim Applications stand disposed of in above terms.

8. 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.)