

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

ANTICIPATORY BAIL APPLICATION NO. 1255 OF 2023

Rahul Mahendra Joshi Applicant
v/s.
The State of Maharashtra Respondent

Ms. Ruchi Pawar i/b. Mr. Mahesh Rajpopat for the Applicant.
Mr. S.V. Gavand, APP for the State.
Mr. Prathmesh Parkar for the first informant.
Mr. Rahul Joshi, Applicant present.
Ms. Arushi Joshi, first informant present.

CORAM: SMT. ANUJA PRABHUDESSAI, J.

**DATED : 08th AUGUST, 2023.
[IN CHAMBER]**

P. C. :-

. The Applicant apprehends his arrest in C.R.No.157/2023 registered with Versova Police Station, Mumbai for offences punishable under sections 377, 406, 498-A, 506 of the Indian Penal Code.

2. With the assistance of Mr. Gavand, learned APP parties have arrived at an amicable settlement. They have placed on record Consent Terms with read thus :-

“5. That the Applicant and Respondent No. 2 have now, with the intervention of the elder family members, Mediator - Adv. & APP Mr. Shreekant Gavand and their advocates, have agreed to settle the pending litigation and dissolve the marriage amicably by

filing the present consent terms on the terms and conditions mentioned below :

a. That the Applicant hereby agrees and undertakes that he shall pay Rs. 35,00,000/- (Rupees Thirty-five Lakhs only) to Respondent No. 2 as full and final settlement amount towards permanent alimony and all the claims towards her maintenance for past, present and future. The said amounts also include all claims of the Respondent No. 2 towards expenses, litigation cost and towards mental agony and all other heads whatsoever.

b. The Applicant has handed over to Respondent No. 2 viz. Arushi Vora a Demand Draft No. 042101 dated 27/07/2023 for Rs.5,00,000/- (Rupees Five Lakhs Only) on 28.07.2023. The Applicant further undertakes to handover the Demand draft of Rs.5,00,000/- (Rupees Five Lakhs Only) on the day of signing of the present consent terms i.e. 08.08.2023.

c. Both the parties hereby agree that any of the belongings of the other party, which is lying with one of the parties, shall be retained by that party itself and there shall be no exchange of any of the belongings and neither party shall claim anything from the other party whatsoever; however, the articles which have been seized by the police under Panchanama during investigation of C. R. No. 157/2023 shall be handed over to the first informant by the police.

d. The Applicant and Respondent No. 2 shall also file a Petition for divorce by mutual consent before the Family Court, Bandra after the disposal of the present Anticipatory bail application. That Respondent No. 2 shall co-operate before the Family Court, Bandra – for filing a Petition for Divorce by mutual consent u/S. 13 – B of Hindu Marriage Act, 1955 along with the present consent terms.

e. In the meanwhile, after the disposal of the present Anticipatory bail Application, the Applicant shall file a Writ Petition for quashing of the present F.I.R. by consent and Respondent No. 2 hereby undertakes to file her affidavit of No-objection for quashing of the said F.I.R.

f. The Applicant undertakes to deposit an amount of Rs. 15,00,000/- in the Hon'ble Family Court, Bandra at the time of filing the Petition for divorce by mutual consent. Both the parties agree that the exercise of filing of divorce petition by mutual consent should be done before filing of the petition for quashing of the present F.I.R.

g. The Applicant further undertakes to handover a Demand Draft of Rs. 10,00,000/- (Rupees Ten lakhs only) to the Respondent No. 2 or transfer the said amount via NEFT in the account details as already mentioned above on the day of filing affidavit of No-objection for quashing of the said F.I.R. It is further agreed by and between the parties that after quashing of the F.I.R. No. 157 of 2023, the Respondent No. 2 shall be entitled to withdraw amount of Rs. 15,00,000/- deposited by the Applicant before the Hon'ble Family Court and no separate consent of the applicant shall be necessary for the same.

h. Both parties hereby agree to co-operate in ensuring the said petitions are disposed off at the earliest opportunity.

i. That the cost/s incurred and court fees to be deposited in the Family Court, Bandra towards the Divorce Petition by mutual consent u/S. 13 – B of Hindu Marriage Act, 1955 to be borne equally by both the parties.

6. The Respondent No. 2 agrees and undertakes that she shall

not claim any interim maintenance from the Applicant till the date of proposed decree of divorce from Family Court, Bandra as per the present Consent Terms and will only be entitled for the permanent alimony as per clause 5a of the present Consent Terms.

7. Both the parties have their own arrangements for accommodation and maintenance and therefore they have agreed with each other that they shall not claim any maintenance from either of them in future.

8. Both the parties hereto waive and relinquish mutually all the claims, demands, and privileges as husband and wife against each other save and except the permanent alimony fixed as per clause 5 (a) of this present consent terms.

9. Both parties should ensure that all petitions as mentioned above are disposed off within a period of 10 months from the date of signing of the present consent terms without causing any unnecessary delays on part of either party.

10. Both parties have agreed and undertake that neither party shall claim any right, title and/or interest over the movable and immovable properties of other from the date of signing of the present consent terms.

11. After signing the present Consent Terms, the Applicant and Respondent No. 2 agree that they shall not defame or malign the image of each other and/ or their family members in any manner whatsoever.

12. In the event if either of the party withdraws from the present consent terms for any reason, the present Consent Terms shall stand null and void and, in such circumstances, the parties shall be free to proceed with the cases filed by them against each other in

various courts and the terms of the consent terms shall not affect the merits of the said cases and/ or any other cases that the parties may desire to file against each other.

13. It is agreed by both the parties that all the terms and conditions in present Consent Terms are applicable and binding upon both of them and both of them shall perform their part to satisfy the respective terms.

14. The Applicant and Respondent No. 2 withdraw allegations made against each other.

15. Both the parties undertake that after the execution of present Consent Terms, neither of the parties shall interfere in the day-to-day affairs and will not create any disturbance and obstructions etc. in the future life of each other. Both the parties do hereby agree and undertake that they shall not visit or enter the house of each other or their respective offices under any circumstances.

16. Both the parties undertake that they shall not initiate any fresh/ new legal proceedings (either Civil or Criminal) against each other with respect to their marital relationships.

17. Both the parties have taken their respective decision on their own free will and understanding and accordingly the present Consent Terms have been signed by both the parties without any force, coercion or undue influence from any outside elements. Both the parties are fully aware and conscious with respect to the clauses set out herein and have set their hands on this writing out of their own free will and accord.

18. In view of above full & final settlement and consent terms, it is hereby submitted that there are no other dues and claims of

whatsoever nature against each other save and except the compliance of terms by both the parties mentioned in the Present Consent Terms.

19. 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. ”

3. The Applicant and the Respondent are present in Chamber along with their respective counsel. They have confirmed the contents of the consent terms and the same are agreeable to them. Hence, the consent terms are taken on record and marked as 'X' for identification. Since the parties have settled the dispute amicably, in my considered view, this is a fit case to exercise discretion under section 438 of Cr.P.C. Hence, the Application is allowed on the following terms and conditions :-

(a) In the event of arrest of the Applicant in C.R.No.157/2023 registered with Versova Police Station, Mumbai, he shall be released on bail on furnishing bail bonds in the sum of Rs.25,000/- with one or two sureties in the like amount ;

(b) The Applicant shall report to the Investigating Officer

as and when required ;

(c) The Applicant shall not interfere with the first informant and the other witnesses and shall not tamper with the evidence or attempt to influence or contact the complainant, witnesses or any person concerned with the case in any manner ;

(d) The Applicant shall keep the Investigating Officer informed of his current address and mobile contact numbers, and/or change of residence or mobile details, if any, from time to time.

4. The Application stands disposed of.

5. The Applicant is put to notice that in the event of breach of any of the terms and conditions of the consent terms, the order of pre-arrest bail shall stand recalled.

6. This Court acknowledges and appreciates the valuable assistance rendered by Mr. Shreekant Gavand, learned APP who has painstakingly assisted the parties in arriving at an amicable settlement.

PREETI
HEERO
JAYANI

Digitally signed by
PREETI HEERO
JAYANI
Date: 2023.08.10
12:08:41 +0530

(SMT. ANUJA PRABHUDESSAI, J.)