

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

ANTICIPATORY BAIL APPLICATION NO. 1963 OF 2023

Seema Bano Taj Mohd. Shaikh ..Applicant

v/s.

The State of Maharashtra . ..Respondents

**with
INTERIM APPLICATION NO. 2575 OF 2023
in
ANTICIPATORY BAIL APPLICATION NO. 1963 OF 2023**

Asif Ali. Mohammed Munir Khan ..Applicant

v/s.

The State of Maharashtra & Anr.. ..Respondents

Mr. Pramod Shukla for the Applicant.
Mr. Rafiq Ahmed Shaikh a/w. Hasan Sayed for the Intervenor.
Mr. S.H.Yadav, APP for the State.
Seema Bano Taj Mohd. Shaikh present.
Asif Ali. Mohammed Munir Khan present.

**CORAM : ANUJA PRABHUDESSAI ,J.
DATED : 21st JULY, 2023.**

P.C.

1. This is an application under Section 438 Cr.P.C. filed by the aforesaid Applicant apprehending her arrest in C.R.No. 451 of 2023 registered with Saki Naka Police Station for offences under Section 406, 420, 427 r/w. 34 of the Indian Penal Code.

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2. Heard learned Counsel for the Applicant, learned Counsel for the Intervenor and learned APP for the State. I have perused the records and considered the submissions advanced by the learned Counsel for the respective parties .

3. The aforesaid crime was registered pursuant to the FIR lodged by Asif Ali. Mohammed Munir Khan. The first informant had alleged that the applicant had agreed to transfer her 50% share in his favour for sum of Rs.7,00,000/-. Accordingly, the first informant transferred an amount of Rs.7,00,000/- in the account of the applicant. The applicant neither signed the MOU, nor returned the money. Hence the FIR.

4. Learned Counsel for the applicant and the respondent/ first informant state that the parties have settled the dispute. They have placed on record consent terms signed by the first informant, as well as by the applicant herein, which read thus:

1. The Complainant is the first informant in FIR No. 451 of 2023 registered at Sakinaka Police Station for alleged offences under Section 420, 406, 427 r/w 34 of the IPC committed by the present Applicant / Accused.

2. The Accused No.1 i.e. Applicant approached this Hon'ble Court seeking Anticipatory Bail and the matter was listed on

14.07.2023 before Her Ladyship Smt. Justice Anuja Prabhudessai, J. and the Accused showed her willingness to return the amount of Rs. 7,00,000/- (Rupees Seven Lakhs only).

3. Now both the parties after talking have agreed for the following arrangement which is enumerated in the following paragraphs:

a. It is agreed by both the parties that the Complainant shall pay an additional sum of Rs. 1,00,000/- (Rupees One lakhs) over and above the amount of Rs. 7,00,000/- already paid by the Complainant to the Accused as full and final consideration for transferring her right, title and interest in 50.84% of share in the company known as “Ocean Leasedline Wala Pvt. Ltd.” having its registered office at Office No.2, Islamia Market, Opp. Ruby Dyeing, Khairani Road, Sakinaka, Mumbai- 400 072 along with all articles and goodwill of the said business absolutely and forever in favour of the Complainant.

b. It is agreed by both the parties for effectively transferring the share as stated above, the Accused shall sign all the relevant documents i.e., Transfer deed, relevant forms for transfer, Form 32 etc., within 4 weeks of the execution of present consent terms.

c. It is agreed by both the parties that the Accused shall handover all the Original documents i.e. Digital Signature, Share Certificate and all other relevant documents in connection with the aforesaid Company and its business forthwith on receipt of additional amount of Rs. 1,00,000/- (Rupees One Lakhs) from the

Complainant.

d. It is agreed by both the parties that the Accused shall return all the machinery, tools, stationery, etc. in connection with the aforesaid Company and its business forthwith on receipt of additional amount of Rs. 1,00,000/- (Rupees One Lakhs) from the Complainant.

e. It is agreed by both the parties that the Accused shall not indulge in any unfair trade practices and shall not entice away the Company's client resulting in loss to the Company but the Accused will be at liberty to adopt any business she wishes to start outside the jurisdiction of Sakinaka Police Station.

f. It is agreed by both the parties that the Accused shall keep himself at all available times for the successful transfer of the Accused's right, title and interest in 50.84% of share in the company known as "Ocean Leasedline Wala Pvt. Ltd." having its registered office at Office No.2, Islamia Market, Opp. Ruby Dyeing, Khairani Road, Sakinaka, Mumbai- 400 072 along with all articles and goodwill of the said business in favour of the Complainant and/or his nominee Ashique Ali Khan.

g. It is agreed by both the parties that after the successful transfer of the Company as stated above, the Accused shall not be responsible for any financial liability of the Company arising after the execution of this MOU.

h. It is agreed by both the parties that upon successful transfer of the Accused's right, title and interest in 50.84% of share in the company known as "Ocean Leasedline Wala Pvt. Ltd."

having its registered office at Office No.2, Islamia Market, Opp. Ruby Dyeing, Khairani Road, Sakinaka, Mumbai- 400 072 along with all articles and goodwill of the said business in favour of the Complainant and/or his nominee Ashique Ali Khan, the Complainant shall give his irrevocable consent for quashing the FIR No. 451 of 2023 registered at Sakinaka Police Station for alleged offences under Section 420, 406, 427 r/w 34 of the IPC against the Accused persons and undertakes to keep himself present at the time of quashing in this Hon'ble Court.

4. Both the parties have read and understood the contents of the present Consent terms and have duly executed it out of their free will and consent without any fear, pressure or coercion from any quarter, whatsoever.

5. Both the parties agree to abide the by terms and conditions mentioned in the Consent terms and undertakes to take appropriate steps to comply with the Consent terms in accordance with law.

5. The applicant, as well as the first informant are present before the Court. They have confirmed the contents of the consent terms. Considering the fact that both the parties have agreed to settle the matter 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:-

- (i) In the event of arrest of the Applicant in Crime No. C.R.No. 451 of 2023 registered with Saki Naka Police Station, the Applicant be released on bail on furnishing bail bond of Rs.25,000/- (Rupees Twentyfive Thousand Only) with one or two sureties in the like amount;
- (ii) The Applicant shall report to the Investigating Officer if required.
- (iii) The Applicant shall keep the Investigating Officer informed of her current address and mobile/contact details, and/or change of residence or mobile/contact details from time to time.

. **Application stands disposed of.**

(ANUJA PRABHUDESSAI, J.)