

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

**ANTICIPATORY BAIL APPLICATION NO. 3319 OF 2022
WITH
INTERIM APPLICATION NO. 4471 OF 2022**

1. Harshita Pandey
2. Harshal Pandey
3. Vandana Pandey
4. Dinesh Pandey

..Applicant

v/s.

1. The State of Maharashtra
2. Akash Dilip Bagaria

..Respondents

Mr. A. Karim Pathan, with Avendra Kumar, Fazal Shaikh for the Applicant.

Mr. Rajesh Kanojia a/w. Ridhi Chavan i/b. Res Juris for the Intervenor (Respondent No.2)

for the Respondent No.

Mr. S.V.Gavand, APP for the State.

**CORAM : ANUJA PRABHUDESSAI ,J.
DATED : 13th APRIL, 2023.
(IN CHAMBER at 2.00 p.m.)**

P.C.

1. The Applicants have filed this Application under Section 438 of Cr.P.C. apprehending their arrest in C.R.No. 955 of 2022, registered at Amboli Police Station for the offences under Section 420, 467, 380, 495, 323, 500, 504, 506, 120B r/w. 34 of the Indian Penal Code.

2. The aforesaid crime was registered pursuant to the FIR lodged by Akash Bagaria. One of his grievances was that the Applicant No.1 had not disclosed that she was earlier married, and that she had married him

during the subsistence of her first marriage. The Applicant No.1 has disputed the said statement. It is seen that the Complainant, and the Applicants and their family members had lodged several complaints against each other before the Courts in Maharashtra, as well as in Madhya Pradesh.

3. The dispute between the first informant and the Applicant No.1 escalated to such an extent that both these parties and their family members have filed about eighteen proceedings against each other before various authorities/ Courts in the State of Maharashtra and Madhya Pradesh. Considering that the Applicant No.1 and the first informant, both young and educated, have got entangled in futile legal battle, which in the long run is likely to have adverse impact on their career progression as well as physical, mental, social and financial well-being, on 27th March, 2023, this Court had taken up the matter in chamber in an endeavor to resolve the dispute amicably. The advantage of settling the dispute amicably and the consequence of a long draw legal proceedings were explained to the respective parties. Both the parties were receptive and seeing the possibility of settlement, with consent, learned APP Shri Gavand was requested to assist them in arriving at a settlement.

4. Today all the concerned parties are present along with their respective Counsel. They state that with the assistance of learned APP Shri Gavand, they have arrived at an amicable settlement. They have

placed on record the Consent Terms which read thus:

“This Consent Term is entered on the 13th day of April 2023 between Applicants abovenamed and the Intervener/ Respondent No. 2

- 1.** *That the Applicants and the Respondent No.2 have filed various complaints, FIR, N.C. Complaints, matrimonial cases against each other, which are pending and details are given as under:*

CASES FILED BY THE APPLICANTS

Sr No	Case Number	Charges	Court/Police Station
1.	C.R. No. 550/2022	376(2)N,420,509,500,323, 504,506, 66 E , 67,67 A	Goregaon Police Station Pending Before The Ld. M.M. 67 Th Court, Borivali (Wherein B-Summary Report Is Filed By The Police)
2	C.R. No 0095/2023	467,323,504,506,292,420,500	Rajendranagar Police Station Indore (Under Investigation)
3	NIA 828/2023	Negotiable Instrument Act 1881 Section 138	Court No 25. JMFC, Indore
4	NIA 384/2023	Negotiable Instrument Act 1881 Section 138	Court No 25. JMFC, Indore
5	WP/ 25083/2022	Constitution Of India and Section 228 A	MP High Court, Bench At Indore
6	NCR	Various Section Of Indian Penal Code	Goregaon Police Station Mumbai Maharashtra
7	NCR	Various Section Of Indian Penal	Amboli Police Station Mumbai Maharastra

		Code	
--	--	------	--

CASES FILED BY THE RESPONDENT NO 2

SR NO	CASE NUMBER	Charges	COURT/POLICE STATION
1	MARRIGE PETITION NO 655/2022	Section 11,17,18 Hindu Marrige Act	S.D Court Thane
2	FIR 0955/2022	120b,323,34,420,46 7,380,495, 500,504,506	Amboli Police Station Mumbai
4	CRR /416/2022	Criminal Revision U/S 397 Crpc	ADJ Court No 54 District and Session Judge Indore
5	FIR NO 788/2022	34,500,43,66,66b,6 7,67a	Naya Nagar Police Station Thane Dist Maharashtra
6	NCR 7-01-2023	Under Various Section Of Indian Penal Code	Naya Nagar Police Station Thane Dist. Maharashtra
7.	NCR 8-01-2023	Under Various Section Of Indian Penal Code	Nayanagar Police Station Thane Dist. Maharastra
8.	CRR /43/2023	Criminal Revision U/S 397 Crpc	Adj Court No 54 District And Session Judge Indore
9.	APPLICAT ION	Various Section Of Indian Penal Code	Goregaon Police Station
10	APPLICAT ION	Various Section Of Indian Penal Code	Nayanagar Police Station 04-05-2022
11	APPLICAT ION	Various Section Of Indian Penal Code	Amboli Police Station 29-05-2022,30-05-2022,31-05-2022

The both parties further agrees that any other cases which might have been instituted by the parties hereto or by their relatives against each other, which have not been mentioned in above table shall also be considered to have been included in the above tables given by the respective parties.

2. *That during the hearing of the present Anticipatory Bail Application, this Hon'ble court has conducted mediation of both the parties and both parties have accepted the suggestions and guidance given by the Hon'ble Court and both the parties have mutually agreed and decided to amicably settle all pending disputes between them on the terms and conditions which have been mentioned in below paragraphs and the present consent terms have been drawn for the purpose of full and final settlement in all and every respect of all and every allegations/claim, reliefs, liabilities, loss and/or damage of whatsoever nature against or by whosoever that each Party has or may have alleged, raised, pleaded, disclosed, referred to and/or relied on in relation to any and/or all matters pleaded in any civil and/or criminal notice/s and/or complaint/s if any, before any authority and/or before any court of law.*

3. *That the Applicants and the Respondent no. 2 have mutually agreed to settle all their differences amicably for the abovementioned cases amongst the following other terms and conditions and the parties hereto shall not initiate any further proceedings in respect of the said case by filing any appeal / revision / Writ petition before higher court or by way of challenging any summary report submitted by the investigating*

agency and more particularly the applicant shall not challenge the B-summary report filed by the Investigating agency before the Ld. M.M. 67th Court, Borivali and the Applicant No. 1 shall give her NOC for acceptance of the said B-Summery Report and the Respondent shall not initiate any proceedings against the Applicants on the basis of the said B-summary report. The parties hereto further agrees that the copy of the present consent terms may be produced by the any of the parties hereto before any court of law or authorities for bringing the fact to the notice of the said court of law or authorities that the parties have amicably resolve all the disputes pending between them.

- 4. The both parties hereto, hereby agrees and undertakes to withdraw all criminal and civil cases pending against each other which are specified in the table given hereinabove immediately and in any condition with a period of 8 weeks from the date of the present consent terms and the cases which cannot be withdrawn without the intervention of the Court, in such cases, the party who have instituted such case shall file appropriate proceedings for quashing of such case and the other party shall extend all possible cooperation by filing necessary affidavit for quashing of such proceedings without any delay and in any case within a period of 4 weeks from the date of service of notice in that behalf.*

5. *The both parties hereto, hereby agrees and undertakes to withdraw all applications and complaints made before competent authorities against each other including all such cases / litigation which remained to be mentioned in the present consent terms within a period of 8 weeks from the date of the present consent terms.*
6. *That the applicants undertake to withdraw all the complaints submitted against the Respondent no. 2 with ICAI PR/628/ 2022/ DD/554/2022 or any other complaint filed by them before ICAI against the respondent no. 2 and Respondent no. 2 also undertakes to withdraw the complaint filed in Bar Council of Madhya Pradesh, Jabalpur and ICAI against the Applicant no.3 within 8 weeks from the date of consent terms and shall provide the postal receipts / acknowledgments or any such document which shall depict the delivery of the said written communication send to respective bodies thereby withdrawing the complaint. It would be incumbent upon the both the parties to do this by way of written communication and to mark a CC to the other side of such written communication.*
7. *That the Applicants and the Respondent no. 2 agree to withdraw all the cases filed by them against each other and their*

respective family members in the Concerned Police station, Court of law in Maharashtra, Madhyapradesh or any other public authority anywhere in India and in case any of the parties hereto come across any other case filed by one of the party against the other party, then upon communication of the same, it shall be duty of party instituting such complaint / case / proceedings, to withdraw the said complaint / case / proceedings within a period of 8 weeks from the date of such communication.

- 8.** *That both the parties hereto agrees and undertake that they will take down or delete all the social media posts on Twitter and/or Facebook and/or Instagram and/or matrimonial sites and/or any other social media against each other and further undertakes that in future they will not directly and / or indirectly post anything on any social media platform or any other platform whatsoever against each other*
- 9.** *That after execution of the present consent terms, both the rival parties shall not interfere in each other's personal or professional life in future and shall not contact each other including relatives of respective parties through any means in oral or written form via notices etc. or via any third parties including any advocates; except for making communication for*

compliance of the present consent terms.

- 10.** *That both the parties undertakes that they will not file any further criminal complaint, FIR, NC, Application against each other or their family members with the Police machinery, court of law or any other public authority what so ever.*
- 11.** *That both the parties undertake that in future they shall not stalk, tease or pass any objectionable remark against each other or family member of respective parties in any manner at any place whatsoever including any Court or during the quashing process of any of the cases.*
- 12.** *That both the parties undertake that they will not file any police complaint or court cases in civil or criminal nature against each other or their respective family members before any forum whatsoever situated anywhere in India and they will not send any photographs/Applications/complaints made against each other to any of the relatives or friends or acquaintances. The Applicants hereby declares that Sapna Pandey and Daulat Pandey are not related to them in any manner.*
- 13.** *That both the parties hereto agrees and undertake that henceforth they shall not enter the name of each other's name on any*

documents as her husband/ wife in any forums or for any complaint/ cases/ alimony/ maintenance claims etc.

- 14.** *That both the parties hereto agree and undertakes that the present consent term shall be treated as sufficient proof to show that the relationship between both the parties by whatever name it is called, have come to an end and the same can be produced by either side before any authority as a proof of dissolution of relationship between the parties. The parties hereto further agrees and undertakes that henceforth they shall not make any claim against each other including claim for maintenance, compensation, damages, loss of business, etc. in any manner.*
- 15.** *That both the parties hereby agree and undertake that they or any of their known persons including any family member shall destroy and shall not misuse any cheques of any bank, driving license, PAN card, Aadhaar card, any other KYC document or identity documents, signatures, electronic devices including mobiles, laptop, storage drives or any other belongings of each other directly/ indirectly in present or future. The both parties hereby undertakes that they shall delete whatever data they have in their custody related to each other within a period of 1 week from the execution of the present consent terms.*

16. *That both the parties undertakes that they will delete / destroy all the photographs, videos or any other documents or material in respect of each other, with immediate effect after execution of the present Consent terms.*
17. *That both the parties undertakes that they will not make any allegations, imputations/ defamatory conduct against each other and their family members.*
18. *That both the parties have decided to live apart without raising any issues of whatsoever nature and have agreed to settle all their differences.*
19. *That the Parties shall have no claims including movable or immovable properties against each other of whatsoever nature after signing of this consent terms and furthermore they will not initiate any proceedings as regards the FIR or any other case lodged by both the parties, both the parties shall cooperate with each other for quashing of the FIRs or criminal cases in the Hon'ble High court and the respective Complainant shall give their No objection for quashing of FIR on the ground of amicable settlement.*
20. *That it is mutually agreed by and between both the parties that they will not harass each other mentally and physically in future.*

21. *That both the parties have mutually agrees that the respective party shall bear their own legal charges or lawyer fees from their end to close their respective cases and they will not claim legal charges from each other. That the terms and conditions of the consent terms are binding upon both the parties and the parties hereto agree and undertakes that the parties hereto shall abide by the terms and conditions of the present consent terms in letter and spirit and breach of any terms and conditions stated herein shall be deemed to be breach of undertaking given to this Hon'ble Court and the party at default shall be liable for contempt of court.*
22. *The Applicants states that the Applicant No. 4 is 57 year old and presently due to severe illness he is bedridden at Indore and therefore the Applicant No. 3, the wife of Applicant No. 4 has signed the present consent terms on behalf of the Applicant No. 4.*

That the parties hereto hereby declares that they have understood the present consent terms and they have willingly and voluntarily signed the present consent terms without any force or coercion by anybody and have willingly and voluntarily signed the present consent terms in presence of their respective advocates “

5. The Consent Terms are signed by the first informant and the Applicant Nos.1 to 3, and their respective Counsel. The Applicant No.4 is stated to be sick. The Applicant No.3, who is the wife of Applicant No.4 has signed the consent terms on behalf of the Applicant No.4. She has stated that the terms were read over to the Applicant No.4 and the same are agreeable to him. She has undertaken to place on record affidavit of the Applicant No.4 in that regard.

6. The Consent Terms are agreeable to both the parties. Hence the same are taken on record. Both the parties have once again stated that they will abide by the terms, will not interfere with each other and will move on with their lives leaving the bitter past behind. The statements made before the Court, as well as in the Consent Terms are accepted as undertaking to the Court.

7. Since the parties have resolved the dispute amicably and have agreed to file appropriate proceeding to quash the criminal proceedings filed against each other, this application is allowed.

(i) In the event of arrest of the Applicants in Crime No.955 of 2022 registered at Amboli Police Station, the Applicants be released on bail on furnishing bail bond of Rs.25,000/- (Rupees Twentyfive Thousand Only) each with one or two

sureties in the like amount;

(ii) The Investigating Officer to take appropriate steps to delete all objectionable material uploaded by the respective parties on the social media.

8. Application stands disposed of. Interim Applications stand disposed of in view of disposal of Anticipatory Bail Application.

9. While disposing of the application, this Court takes note of and places on record deep sense of appreciation for the arduous task undertaken by learned APP Shri Gavand, in bringing about an amicable settlement, not only in the subject crime, but in several other matters filed in the State of Maharashtra and Madhya Pradesh.

(ANUJA PRABHUDESSAI, J.)