

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

[1] ANTICIPATORY BAIL APPLICATION NO.1019 OF 2024

Ishwar Chandulal Parmar	 Applicant
Versus	
The State of Maharashtra	 Respondent

....
WITH
INTERIM APPLICATION NO.1579 OF 2024
IN
ANTICIPATORY BAIL APPLICATION NO.1019 OF 2024

....
WITH
[2] ANTICIPATORY BAIL APPLICATION NO.1036 OF 2024

Manjusha Ishwar Parmar	 Applicant
Versus	
The State of Maharashtra	 Respondent

....
WITH
INTERIM APPLICATION NO.1606 OF 2024
IN
ANTICIPATORY BAIL APPLICATION NO.1036 OF 2024

Mr. Saket Mone, Advocate a/w. Sayee Sawant i/b. Vidhii Partners for the Applicants in both ABAs.

Smt. M.R. Tidke, APP for the Respondent-State.

Mr. Varun V. Thokal, Advocate a/w. Satvajay Thokal for the first informant/intervenor in both IAs.

CORAM : SARANG V. KOTWAL, J.

DATE : 12th AUGUST, 2024

P.C. :

1. Both these Applications are decided by this common order today because they arise out of the same registered offence.

2. The Applicants in both these Applications are seeking anticipatory bail in connection with C.R. No.118/2024 registered at Sadar Bazar police station, Solapur City on 22.2.2024 under Sections 406 and 420 read with 34 of IPC.

3. Heard Mr. Saket Mone, learned counsel for the Applicants in both ABAs, Smt. M.R. Tidke, learned APP for the Respondent-State and Mr. Varun Thokal, learned counsel for the first informant/intervenor in both IAs.

4. The FIR is lodged by one Manoj Shah. The case of the informant is that the Applicant Manjusha was his cousin and the other Applicant was Manjusha's husband. They were in financial difficulties. They wanted to sell their firm's property at City Survey No.10 and 10/1/A at Sadhu Wasvani

Chowk, Pune admeasuring 10,952 sq.ft. After negotiations, the price was fixed at Rs.12 Crores. The informant paid Rs.7 Crores. Subsequently it was found by the informant that only 570 sq.ft. land was available for transfer. He felt cheated and, therefore, he lodged this FIR.

5. Subsequent to registration of this FIR, the parties entered into the consent terms. The consent terms are taken on record and marked 'X' for identification. Both learned counsel appearing for the Applicants on one hand and the first informant on the other jointly make a statement that the parties have resolved their disputes and the terms are mentioned in the consent terms executed on 12.8.2024 which are signed by both the Applicants and the first informant. The consent terms mention that the available piece of land was to be purchased by the informant. The price was renegotiated and the consent terms mentions as to how the price was to be paid.

6. Paragraph-4 of the consent terms mentions that upon signing the consent terms, the original complainant

undertook to immediately give his no objection for the grant of anticipatory bail (interim and final) to the Applicants.

7. Considering that it was purely a private dispute between these two parties, the society in general is not involved and since both the parties have entered into the consent terms with no objection from the informant to grant relief in this Application, both these Applications can be allowed. The first informant as well as both the Applicants are present in the Court. They are identified by their respective Counsel.

8. Learned APP submits that it was a dispute between the parties and, therefore, the investigating agency does not have any objection for allowing these Applications. Earlier the matter was referred for mediation.

9. However, while the mediation is still pending, the parties have arrived at settlement. The parties shall inform about this order to the learned Mediator.

10. Hence, the following order :

ORDER

- (i) In the event of their arrest in connection with C.R. No.118/2024 registered at Sadar Bazar police station, Solapur City, the Applicants in both these Applications are directed to be released on bail on their furnishing PR bonds in the sum of Rs.30,000/- each (Rupees Thirty Thousand Only) with one or two sureties each in the like amount.
- (ii) Anticipatory Bail Applications are disposed of accordingly. With disposal of the main Applications, nothing survives in the Interim Applications and the same are also disposed of.

(SARANG V. KOTWAL, J.)