

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

**INTERIM APPLICATION NO.4098 OF 2023
IN
ANTICIPATORY BAIL APPLICATION NO.1354 OF 2023**

Suraj Ramesh Chavan	 Applicant
versus	
The State of Maharashtra	 Respondent

**WITH
INTERIM APPLICATION NO.387 OF 2023
IN
ANTICIPATORY BAIL APPLICATION NO.1354 OF 2023**

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- Mr. Sachinkumar Rajepandhare, Advocate for Applicant.
- Ms. Mahalakshmi Ganapathy, APP for the State/Respondent.
- Mr. Sagar Tambe, Advocate for Respondent Nos.2 to 8.

**CORAM : SARANG V. KOTWAL, J.
DATE : 18th APRIL, 2024**

P.C. :

1. The Applicant is an accused in C.R.No.96/2023 registered with M.I.D.C. Police Station, Solapur, for the offences punishable u/s 420 of the Indian Penal Code. For the sake of convenience the Applicant Suraj in Interim Application No.4098 of 2023 is referred to as the accused.

2. The accused had preferred Anticipatory Bail Application No.1354 of 2023. In that application, consent terms were filed executed between the accused and the victims who were the original Respondent Nos.2 to 8 in the said Anticipatory Bail Application. The Interim Application No.387 of 2024 is filed by the original Respondent Nos.2 to 8 for recalling of the order of anticipatory bail granted to the accused based on the consent terms. This Court (Coram : Smt. Anuja Prabhudessai, J.) vide the order dated 07/07/2023 had allowed the said Anticipatory Bail Application based on the consent terms filed by the parties. It was mentioned in the consent terms that the total amount of Rs.32,48,300/- would be paid by the accused in different slabs and would complete the payment by 01/12/2023. The accused had specifically mentioned in the consent terms that he undertook that he would abide by the schedule of the payment. On the basis of this consent terms, the application was allowed. However, in paragraph No.7 of the order dated 07/07/2023, it was clearly mentioned that the application was not decided on merits and was disposed of in view of settlement between the

parties. It was further observed that the accused was put to notice that failure to pay the amount as per the schedule would result in recall of the bail order. Subsequently, the accused did not deposit a single rupee. The consent terms were violated. Instead, the accused preferred Interim Application No.4098 of 2023 with the prayer that the terms of settlement be permitted to be modified by consent of the parties. During pendency of the application, learned counsel for the accused appeared before the Court and informed the Court that the accused was not contacting him and he had no further instructions in that matter. The original Respondent Nos.2 to 8 were represented by the Advocate appointed by the Court. They preferred Interim Application No.387 of 2024 for recalling of the order of anticipatory bail granted to the accused.

3. Today learned counsel Mr. Rajepandhare appears and states that he has instructions to appear for the original accused and that he will file his Vakilpatra during the course of the day. Earlier Advocate Mr. Thobade has already given no objection for that purpose. The statement is accepted.

4. I have considered this situation. Learned counsel for the accused/Applicant tendered an affidavit of the accused in the Court today. It is mentioned that he could not comply with the consent terms because his mother was suffering from heart ailment and she was hospitalized. It is further mentioned in the affidavit that he had a house at Solapur with market value of Rs.1,50,00,000/- and that he will take steps to sell that house to raise money. It is further mentioned that he would comply with his undertaking of making payment of Rs.32,48,300/- by 15/06/2024.

5. Learned counsel for the original Respondent Nos.2 to 8 as well as learned APP strongly opposed these submissions. Both of them submitted that the Applicant is not sincere in his efforts. He was giving empty excuses. He has not even instructed his earlier advocate properly and he is simply buying time on some pretext or the other. Learned counsel for the Respondents categorically stated that the Respondents are not willing to give consent for modification of the original consent terms.

6. I have considered these submissions. The prayer made by the accused is for modification of the consent terms. Those terms cannot be modified unless both the parties are agreeable. Therefore, the application preferred by the accused vide Anticipatory Bail Application No.4098 of 2023 cannot be allowed and is accordingly dismissed.

7. The order dated 07/07/2023 granting anticipatory bail speaks for itself. Paragraph No.7 as mentioned hereinabove clearly states that the accused was put to notice that failure to pay the amount as per the schedule would result in recalling of the bail order. In the aforesaid circumstances, that order will have to be given effect to and therefore the order dated 07/07/2023 passed in Anticipatory Bail Application No.1354 of 2023 will have to be recalled.

8. Hence, the following order :

ORDER

- (i) The Interim Application No.4098 of 2023 is dismissed.

- (ii) The Interim Application No.387 of 2024 is allowed.
- (iii) The order dated 07/07/2023 passed in Anticipatory Bail Application No.1354 of 2023 is recalled.
- (iv) Anticipatory bail granted to the Applicant in connection with C.R.No.96/2023 registered with M.I.D.C. Police Station, Solapur, is cancelled.
- (v) The applications are disposed of.

(SARANG V. KOTWAL, J.)