

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

ANTICIPATORY BAIL APPLICATION NO.264 OF 2022

Biren Surendra Selarka	 Applicant
Versus	
The State of Maharashtra & Anr.	 Respondent

Mr. Ashok M. Saraogi, Advocate for the Applicant.
Mr. Avinash A. Naik, APP for the Respondent-State.
Mr. Omkar M. Sawant, Advocate for the Respondent No.2.

CORAM : SARANG V. KOTWAL, J.

DATE : 01st APRIL, 2024

PC. :

1. The Applicant is seeking anticipatory bail in connection with C.R.No. 1240 of 2021 registered with Andheri Police Station, on 24/12/2021, under Sections 454, 457 and 380 of IPC.

2. The FIR is lodged by one Amey Shinde. He has stated that, he has a partnership firm and their business was finance consultancy. They wanted an office for their business. They took the applicant's room for their business at J.B.Nagar, Andheri (E). The monthly rent was fixed at Rs.1 lakh. The informant paid that amount and also paid Rs.11 lakhs by way of rent for 11 months.

They started using that room. The informant had kept his articles, files and other documents in the office. Since 23/03/2020, because of lock down, their business stopped.

3. In August 2020, again they started working from the said room. They requested the applicant to increase the period of license. It is his case that the applicant had accepted that proposal. Then up to October 2021, the informant paid Rs.6 lakhs by way of rent. The agreement increasing the period was executed.

4. On 01/11/2021, the informant's partner Jay Doshi went to the office and he had kept Rs.1,75,000/- in cash in the office. After that he locked the office and went to his house. According to the informant, on 17/12/2021 when Jay Doshi and one other went to the office, they were told by the watchman that the applicant had put his lock to the room between 5/12/2021 to 6/12/2021 and had taken away the articles from the room in a tempo. The informant's case is that the articles and cash worth Rs.2,01,000/- were missing. Besides that, 180 blank cheques given by their customers were also missing. On this basis the F.I.R. is lodged.

5. On 3.2.2022, learned counsel for the Applicant had made a statement that the Applicant would deposit Rs.2,01,000/- in the Court. On that day, ad-interim relief was granted to the Applicant and he was directed to add the first informant as a party Respondent. Accordingly the informant was added as the Respondent No.2 and the said amount is also deposited in this Court.

6. Today, the informant along with his two Partners is present in the Court; so is the Applicant. The parties have tendered the consent terms between the Applicant and the complainant mentioning that the parties have settled the monetary terms between them. The consent terms mentions details of their settlement. It is specifically mentioned in paragraph-11 that the application for anticipatory bail be allowed. It is mentioned in paragraph-8 that the amount which the Applicant has deposited in this Court be permitted to be refunded to the Applicant along with interest accrued thereon and for that the complainant and his Partners have no objection. The consent terms in the form of the affidavit are taken on record and marked 'X' for identification.

7. The dispute between the parties is purely personal and private in nature. The public money is not involved. Therefore, on the basis of the consent terms this Application can be allowed. In addition, learned APP stated before the Court that the investigating agency has already filed 'B Summary' report in connection with the subject matter i.e. C.R. No.1240/2021 registered at Andheri Police Station, Mumbai. Hence, the following order :

ORDER

- (i) In the event of his arrest in connection with C.R. No.1240/2021 registered at Andheri police station, Mumbai, the Applicant is directed to be released on bail on his furnishing PR bond in the sum of Rs.30,000/- (Rupees Thirty Thousand Only) with one or two sureties in the like amount.
- (ii) The Applicant is permitted to withdraw the amount which he has deposited in this Court in connection with the present Anticipatory Bail Application along with the accrued interest.
- (iii) Anticipatory Bail Application stands disposed of accordingly.

(SARANG V. KOTWAL, J.)

Deshmane (PS)

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by
PRADIPKUMAR
PRAKASHRAO
DESHMANE
Date:
2024.04.03
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