

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

ANTICIPATORY BAIL APPLICATION NO.897 OF 2024

Naresh Vasant Vaity

.... Applicant

versus

The State of Maharashtra & Anr.

.... Respondents

.....

- Mr. Santosh R. Dubey, Advocate for Applicant.
- Ms. Pallavi N. Dabholkar, APP for the State/Respondent.
- Mr. Sachchidanand Singh, Advocate for Intervenor.

CORAM : SARANG V. KOTWAL, J.

DATE : 15th APRIL, 2024

P.C. :

1. The Applicant is seeking anticipatory bail in connection with C.R.No.8/2024, dated 10/01/2024, registered with Navghar Police Station, Mumbai, under section 420 of the Indian Penal Code.

2. Heard Mr. Santosh R. Dubey, learned counsel for the Applicant, Mr. Sachchidanand Singh, learned counsel for the Intervenor and Ms. Pallavi N. Dabholkar, learned APP for the State.

3. The gist of the FIR is that the informant's husband had paid Rs.13 lakhs to the Applicant in the year 2012 for purchasing a room as the Applicant had claimed that he was constructing a building by the name Vighnaharta Nivas at Navghar. The money was paid for one RK room. The informant's husband passed away in 2014. Thereafter neither the money was returned nor the flat was given to the informant. Instead the said flat No.402 was sold to some other persons. On this basis, the FIR is lodged.

4. Today, the first informant is present in the Court with her counsel. The learned counsel for the Applicant as well as counsel for the first informant make a joint statement that the parties have settled the matter and have entered into an MOU. The informant who is present in the Court, is identified by her counsel. She accepts that the settlement is arrived at. In this view of the matter, learned counsel for the Applicant is directed to add the first informant as a party Respondent. Amendment to be carried out forthwith.

5. Learned counsel for the Applicant shall forthwith submit the Vakilpatra on behalf of the informant. Both the parties have submitted a copy of the memorandum of understanding, which mentions the schedule for the payment. The copy is taken on record and marked 'X' for identification. The last payment is to be made on 25/05/2026. The informant is agreeable to the terms of the MOU.

6. In this view of the matter, since the parties have amicably settled their dispute, this application can be allowed. However, it is made clear that if there is any breach of the terms of this MOU, the informant is at liberty to make an application for cancellation of the relief granted to the Applicant vide this order, by making an application for cancellation of the anticipatory bail granted to the Applicant.

7. Hence, the following order :

ORDER

- (i) In the event of his arrest in connection with C.R.No.8/2024, dated 10/01/2024, registered with Navghar 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 application stands disposed of accordingly.

(SARANG V. KOTWAL, J.)