

(This order is corrected as per speaking to the minutes of order dated 21st November 2024.)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.2602 OF 2024

Vishwajeet Subhash Jhavar ... Applicant

Vs.

State of Maharashtra and another ... Respondents

WITH

INTERIM APPLICATION NO.4625 OF 2024

IN

ANTICIPATORY BAIL APPLICATION NO.2602 OF 2024

Mr. Atul Damle i/b Mr. Amit Gharte for Applicant

Mr. Megha S. Bejoria, APP for Respondent-State (through V.C.)

Mr. Abhishek Srinivasan, Mr. Pradeep Kumar, Mr. Harshvardhan Ghadge
and Mr. Iram Kacchi for Respondent no.2

Mr. Narendra Pralhad Shinde, PSI, Koregaon Park Police Station.

CORAM : MANISH PITALE, J.

DATE : NOVEMBER 18, 2024

P.C. :

. On 26.09.2024, while granting interim relief in favour of the applicant, this Court had observed as follows:

“5. The learned senior counsel, on instructions, at the outset, makes a statement that the grievance of respondent No.2 can be addressed by the proposal with which the applicant has come before this Court, which is that the applicant shall refund the amount of ₹ 2,99,35,719/-, as per the agreement dated 17.08.2015, executed between the parties, with interest @

9% per annum from January, 2018. It is submitted that the aforesaid amount would be paid to the respondent No.2, within four weeks from today.

6. The learned counsel for respondent No.2, on instructions, submits that the said respondent is ready to accept the said proposal, so as to finally put an end to the dispute between the parties.

7. *The learned APP submits that the statement of the informant, leading to registration of the FIR, does make out the ingredients of the offences registered against the applicant.*

8. *But, this Court is of the opinion that when the aggrieved party i.e. the informant is ready to settle the dispute finally with the applicant (accused) on the aforesaid terms and since the applicant has already entered into such settlement agreements with other similarly aggrieved persons, leading quashing of criminal proceedings, it would be appropriate that interim protection is granted to the applicant, while keeping this application pending.”*

2. The applicant filed an interim application bearing Interim Application No. 2465 of 2024, which is already on board, stating that while 50% of the amount was paid on 21.10.2024, balance amount could not be paid. It is indicated that although the balance 50% amount ought to be paid by the co-promoter but since the applicant had given an undertaking to this Court voluntarily he intends to abide by the same for which extension of time is sought.

3. The application shows that the total amount payable comes to Rs.4,49,68,092/- of which 50% of the amount was admittedly paid. It is undisputed between applicant and respondent No.2 that now the remaining amount comes to Rs. 1,94,17,660/-.

4. Although this is not a forum for settlement of such disputes, but since the applicant did show *bona fide* by payment of at least 50% of the amount and as he further undertakes to pay the balance amount, after hearing the learned counsel for the respondent No. 2, this Court is inclined to grant extension of time to the applicant.

5. In view of the above, the applicant is granted extension of time till 19.12.2024, to pay the aforementioned balance amount to respondent No.2. In that view of the matter, the Interim Application No. 4625 of 2024 is disposed of.

6. The present anticipatory bail application shall be listed on 20.12.2024 for further hearing/compliance.

7. The interim order granted by this Court by order dated 26.09.2024 is continued till the next date.

(MANISH PITALE, J.)

Ajit Pathrikar