

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

Anticipatory Bail Application No.802 of 2022

Parag Jitendra Solanki
Age 43 years, Occ: Business
R/at B-14, Vrindavan society,
Tambe Nagar, Mulund(W)-400 080 ... Applicant
v/s.

1. State of Maharashtra
(through Sr.Police Inspector)
Rabodi police station
(Copy of this application to be
served in the office of PP, Sessions
Court, Thane)

2. Sudhir Raghuram Shetty
Age: 51 yrs, R/at Flat No.2705,
Gracia B-wing,
Dost-Emperia, Manpada, Thane ... Respondents

**With
Interim Application No.4335 of 2024
In
Anticipatory Bail Application No.802 of 2022**

Sudhir Raghuram Shetty ... Applicant
Vs.

1. State of Maharashtra
2. Parag Jitendra Solanki ... Respondents.

Mr Ashokvardhan Purohit i/by Chandan Yadav for the Applicant.

Mr Yogesh Y Dabke, APP, for Respondent/ State.

Ms Manvi Sharma i/by Saurabh Butala for respondent No.2.

Coram: R.N. Laddha, J.

Date: 21 October 2024

P.C.:

Heard the learned Counsel for the parties.

2. By this application, the applicant seeks pre-arrest bail in CR No.297 of 2021, registered at Rabodi Police Station, Thane City, for offences punishable under Section 420 of the Indian Penal Code.

3. It is the case of prosecution that the applicant/accused promised the complainant/respondent No.2 herein that he would arrange a private loan for him and his brother. The applicant then collected Rs.7,38,000/- from the complainant and his brother under various pretexts. However, the applicant neither arranged the loan nor returned the money, resulting in filing of the present FIR.

4. At the outset, the learned Counsel appearing on behalf of the applicant and the learned Counsel for respondent No.2

jointly submit that the parties have amicably settled their dispute and tendered the Consent Terms executed between the applicant and respondent No.2. The same is taken on record and marked 'X' for identification. The learned Counsel for both parties confirm that the parties will adhere to the Consent Terms. The applicant and respondent No.2, present in the Court, reiterated the terms outlined in the Consent Terms. Respondent No.2/complainant acknowledges receipt of the amount specified in the schedule. The learned Counsel for the applicant, following instructions, has given consent for the withdrawal of the remaining deposited amount of Rs.5,08,000/- in favour of respondent No.2. Respondent No.2 has also consented to the grant of anticipatory bail to the applicant/accused.

5. After perusing the records, it appears that the origin of the offence is civil in nature. The parties involved have reached a comprehensive settlement of their dispute, and the complainant has consented to the granting of anticipatory bail to the applicant, reaffirming the terms of the settlement. The applicant has been under interim protection since 8 April 2022. The learned APP acknowledges that the investigation has been concluded.

6. In these circumstances, the application is allowed, and the interim protection granted by this Court on 8 April 2022, is confirmed under the same terms and conditions. The interim application also stands allowed in terms of prayer clause (a) which reads thus:

“(a) That the present applicant may be permitted to withdraw an amount of Rs.5,08,000/- deposited by the accused with the Registry of this Court as per the terms of settlement.”

7. Accordingly, the anticipatory bail application and the interim application stand disposed of.

[R.N. Laddha, J.]