

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO. 1676 OF 2024**

Ashok Vijay Subhedar ...Applicant
Versus
State of Maharashtra ...Respondent

**WITH
ANTICIPATORY BAIL APPLICATION NO. 1678 OF 2024**

Arun Ganesh Deo ...Applicant
Versus
State of Maharashtra ...Respondent

**WITH
ANTICIPATORY BAIL APPLICATION NO. 1677 OF 2024**

Aarti Ashok Subhedar ...Applicant
Versus
State of Maharashtra ...Respondent

Mr. Mihir Desai, Senior Advocate a/w Sanskruti Yagnik for the Applicants.
Mr. Kiran Shinde, APP a/w Supriya Kale, APP for the State.
Mr. Ashok Shendage, API, EOW, Thane City is present.

**CORAM : ADVAIT M. SETHNA, J.
DATE : 6 OCTOBER 2025**

PC.:-

1. These Applicants have preferred the pre arrest bail Applications as they apprehend arrest. At the very outset, learned counsel for the parties would submit that there are three applications before the Court, all of which can be disposed of by a common order.
2. These proceedings relate to CR No.0323 of 2024. FIR is

registered by Srinagar Police Station, Thane City for the alleged offences punishable under Sections 406, 420, 465, 467, 468 and 471 read with 34 of the Indian Penal Code, 1860.

3. Heard learned counsel for the parties and with their assistance, the Court has perused the record. The attention of the Court is at the very outset drawn to the first interim order passed on 24 June 2024, which was continued from time to time by subsequent orders of this Court. Mr. Desai, learned senior counsel for the Applicants would submit that the dispute in the present proceedings has arisen out of a Memorandum of Understanding (“**MoU**”) dated 6 January 2023 executed between the Complainant/Informant and the Applicants. Pursuant to such MoU, a share transfer agreement was to be executed between the said parties. However, Mr. Desai would submit that it did not see the light of the day, as it was never executed. He would draw the Court’s attention to a settlement agreement dated 23 July 2024 executed between the Informant/Complainant and the Applicants. A copy of such agreement is furnished to the Court which is taken on record and marked ‘X’ for identification. In this regard, Mr. Desai would submit that as set out in part ‘B’ of the said agreement, certain amounts as indicated in the said table have been paid by the Applicants to the Informant. This is a part of the settlement agreement.

4. The learned APP, on the other hand would on instructions

submit that pursuant to the interim orders passed by the Court from time to time, the Applicants have cooperated with the investigation. This would mean that the Applicants have joined the investigation. The learned APP on instructions further submits that a copy of the settlement agreement has also been handed over to the Investigating Officer by the Complainant/Informant which has been duly received. The prosecution would thus not dispute execution of such agreement dated 23 July 2024 between the parties. Considering the fact that a settlement agreement has been arrived at between the parties, the learned APP on instructions would submit that a closure report and/or charge-sheet would be filed positively within a period of six weeks from today.

5. Considering the above factual complexion in the present proceedings, *prima facie* in my opinion, the disputes which have arisen under the MoU are civil in nature. In any event the Applicants and the Informant/Complainant have now decided to put a quietus on such disputes by entering into a settlement deed as observed above.

6. Considering the above, there is absence of aggravating factors to justify detention of these Applicants, who have made out a *prima facie* case for the grant of anticipatory bail. Thus, in my view as the Applicants have duly cooperated with the investigation and a settlement agreement has been entered into, this is not a fit case to warrant custodial interrogation of the Applicants.

7. This, in my *prima facie* view, the following order would thus meet the ends of justice:-

ORDER

- (i) The Interim Order of this Court dated 24 June 2024 stands confirmed.
- (ii) In the event of arrest of the Applicants in connection with CR No.0323 of 2024 registered with Srinagar Police Station, Thane City for the offences punishable under Sections 406, 420, 465, 467, 468 and 471 read with 34 of the Indian Penal Code, 1860 the Applicants are directed to be released on bail on their furnishing PR bond in the sum of Rs.30,000 (Rupees Thirty Thousand Only) each with one or more sureties in the like amount.
- (iii) The Applicants shall cooperate with the investigation and shall attend the concerned police station on every fourth Saturday at 11.30 a.m., until filing of the charge-sheet.
- (iv) The Applicants shall furnish details of residential address and other contact details such as mobile number etc. to the concerned police station. If there is any change in the contact details, the same shall be immediately intimated to the concerned police station.

- (v) The Applicant shall obtain appropriate orders of the competent Court before leaving the State of Maharashtra.
- (vi) The Applicants shall not directly or indirectly make any inducement, threat or promise to any witness acquainted with the facts of the case so as to dissuade him from disclosing such facts to the Court or to the police officer.
- (vii) The Applicants shall not tamper with the prosecution evidence and shall not contact or influence the complainant or any witness in any manner whatsoever.

8. Needless to mention that the observations made above are *prima facie* for the purposes of adjudicating this Application.

9. The Anticipatory Bail Applications are **Allowed/Disposed Of** in the above terms.

[ADVAIT M. SETHNA, J.]