

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. NO. 2205 OF 2024

Mohammed Anis Saukat Ali Shaikh	...Applicant
Versus	
State Of Maharashtra	...Respondent

WITH
INTERIM APPLICATION NO.4675 OF 2024

Mohammed Sajid Imtiyaz Ahmed	...Applicant
Versus	
The State of Maharashtra & Anr.	...Respondents

Adv. Karan Jain a/w. Adv. Amon Khothari i/b. Adv. Sanjay Dubey,
Advocate for the Applicant.

Mr. Avinash A. Naik, APP for the State.

Adv. Zuberuddin Qureshi h/f. Adv. Kalam Shaikh, Advocate for
Original Complainant/Respondent No.2.

CORAM : RAJESH S. PATIL, J.

DATED : 17 FEBRUARY 2025

P.C.:

1. The present Application is filed by the Applicant under Section 438 of the Code of Criminal Procedure, 1973, for anticipatory bail in connection with C.R. No. 523 of 2024, dated 25 May 2024, registered with Ambali Police Station, District Brihanmumbai, under Sections 406, 420 read with Section 34 of the Indian Penal Code, 1860

2. The Applicant as well as Respondent No.2 have entered into consent terms dated 17 February 2025. The consent terms signed by these parties is taken on record and marked "X" for identification. Mr. Karan Jain and Mr. Zuberuddin Qureshi, the learned Advocate for parties state that the parties have signed in their presence and they identify their signatures. Both state that they have explained to the signatories and the signatories have signed the consent terms after understanding the contents. For ease of reference the consent terms are scanned and reproduced herein below :-

CONSENT TERMS:-

These Consent Terms are entered into at Mumbai on 17th day of February 2025 ("these Consent Terms")

X' *Plat* 17/2/25
Coram: Rajesh S. Patil, J

17/02/25
(For Registration
S-I)

BETWEEN

MR. SAJID IMTIYAZ AHMED, (PAN: AANPI2209N)AGE- 43 YEARS, having residential address at Room No. 518, Shri Ramwadi, Gandhi Nagar, S R A CHS, Dhake Colony, JP Road, Andheri (West), Mumbai- 400053 (hereinafter referred to as the "INTERVENOR") (which expression shall include their heirs, successors- in interest, executors, administrators, legal representatives, attorneys and assigns) of the ONE PART;

AND

MR. MOHAMMED ANIS SHOUKAT ALI SHAIKH, (AADHAR:2056 7677 5719) having residential address at Room No. 621, Shri Ramwadi, Gandhi Nagar, S R A CHS, Dhake Colony, JP Road, Andheri (West), Mumbai- 400053 (hereinafter referred to as the "APPLICANT") (which expression shall include their heirs, successors-in interest, executors, administrators, legal representatives, attorneys and assigns) of the OTHER PART;

(the said INTERVENOR and APPLICANT are collectively referred to as the "parties" and individually referred to as "party")

RECITALS

Good *Anz*

17/02/2024

- (i) Whereas, the Intervenor is the Original Complainant, who had registered FIR bearing No. 523 of 2024 registered at Amboli Police Station for offences punishable u/s 406, 420 and 34 of IPC against the Applicant and other accused person.
- (ii) Whereas, due to various reasons disputes arose between the Intervenor and the Applicant with respect to payment towards flat being subject matter of the FIR by the Intervenor to the Respondent which led to filing of a FIR by the Intervenor against the Applicant
- (iii) Whereas, the Hon'ble High Court of Bombay has granted interim protection to the Applicant vide order dated 21st August, 2024 in ABA No 2205 of 2024.
- (iv) Whereas, the Intervenor has filed Interim Application No. 4675 of 2024 before the Hon'ble High Court of Bombay for withdrawing an amount of Rs. 7,00,000/- deposited by the Applicant with Registry of this Hon'ble Court
- (v) However, now without going into the merits of the matter and without any admission or concession of liability and without prejudice to all rights of the parties, after several discussions the parties herein agree, declare and confirm that they are ready to amicably settle all the disputes, differences and misunderstandings arising between them in respect of all the legal proceedings pending in any court of

Am3

Qna 2

law or authorities etc. on following terms or otherwise. The parties hereby mutually agree and undertake that they will abide by and be bound by these terms in toto as mentioned herein below:-

TERMS AND CONDITIONS:

That the Intervenor and Applicant have settled their dispute amicably on such agreed terms and conditions as follows

1. That, in pursuance of the amicable settlement arrived at between both the parties namely, Intervenor and Applicant have entered into the present consent terms, with their free consent, without any threat or pressure or coercion or undue influence.
2. Intervenor herein and Applicant, submit that the matter between both the parties has been settled and there is no claim of whatsoever nature against each other.
3. That in pursuance of the said amicable settle, the Intervenor undertakes to state that he has "**no objection**" on granting present application of Anticipatory bail preferred by the Applicant and also give "**no objection**" for quashing of FIR no. 532 of 2024 u/s 406, 420 r/w 34 of IPC registered at Amboli Police Station when the Applicant approaches Hon'ble High Court as well as any other documents required



by the Hon'ble High Court in furtherance of quashing the present FIR.

4. That in pursuance of the said amicable settlement, the Intervenor has co-operated with the present Applicant in all matters arising out of the FIR bearing 532 of 2024 u/s 406, 420 r/w 34 of IPC with Amboli Police Station, Mumbai.
5. That, the present Intervenor and the Applicant state that upon observing compliance of the present consent terms, Further, neither party shall seek any right of the other at present or in the future and neither party shall have any claim against each other. Furthermore, both parties undertake to not make any claim for themselves or complaint against each other in the future also.
6. That in view of the settlement reached between the parties, the Applicant is ready to give "no objection" to the Interim Application No. 4675 of 2024 before the Hon'ble High Court of Bombay, thereby consenting for withdrawing an amount of Rs. 7,00,000/- deposited by the Applicant with Registry of this Hon'ble Court and further the Intervenor is ready to give his "no objection" for granting of ABA No. 2205 of 2024 filed by the Applicant. Moreover, the Intervenor agrees to unconditionally withdraw all the allegations and contentions which were made by the Intervenor in his respective complaints and/ or pleadings before the

AmB



appropriate forums and/ or any other hidden or unhidden complaints against the Applicant. The Intervenor further agrees not to pursue complaints filed if any with respective authorities against Applicant.

7. That the Intervenor herein, has no more grievances against the Applicant herein in the FIR NO. 532 of 2024 u/s 406, 420 r/w 34 of IPC registered at Amboli Police Station, Mumbai, in view of amicable settlement. Intervenor, has "no objection" if the FIR bearing 532 of 2024 u/s 406, 420 r/w 34 of IPC registered at Amboli Police Station, Mumbai, is quashed in respect of present Applicant.
8. That, upon execution of these Consent Terms, all disputes and differences between the parties whatsoever arising out of FIR no. 532 of 2024 registered at Amboli Police Station come to an end and stand full and finally settled between the parties.
9. The present consent terms have been drafted under the instructions of the Parties, both the Parties have read over and understood the contents thereof and after understanding the same, the Parties to these Consent Terms confirm that it is in terms of the understanding arrived at between them.
10. That, the parties hereby undertake to abide by the present consent terms and the party to presents will not have any



counter claims or claims against each other after execution of the presents, and hereby the parties will abide by the consent terms.

11. That, it clearly understood by the parties that the respective obligations as contained in the present consent terms shall be considered as undertaking given to the Hon'ble Court by the respective party and therefore in the event of breach of any of the conditions agreed hereby, apart from the action to be taken by the other Party, they may be held liable for the breach of such an undertaking given to the Hon'ble Court.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year first hereinabove written

SIGNED AND DELIVERED)

By within named "**INTERVENOR**")

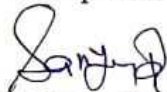
MR. SAJID IMTIYAZ AHMED,) 

SIGNED AND DELIVERED)

By within named "**APPLICANT**")

MR. MOHAMMED ANIS SHOUKAT ALI SHAIKH) 

In the presence of


Advocate for Applicant


Advocate for Intervener

3. Mr. Karan Jain, the learned Advocate for the Applicant, submits that the alleged amount involved is Rs. 14,50,000/-, out of which Rs. 13,00,000/- was allegedly paid by cheque, while the remaining Rs. 1,50,000/- was paid in cash. He further submits that there are two accused named in the F.I.R., and at the most, his client-the present Applicant would be liable for Rs. 5,50,000/-.

4. However, without admitting the contents of the Complaint, his client, in order to put an end to the over all litigation, has voluntarily agreed to pay Rs. 7,00,000/-. This amount has been deposited with this Court by an order dated 21 August 2024. Accordingly the entire amount of Rs.7,00,000/- has been deposited, and his client has no objection if the said amount is withdrawn by the Informant.

5. Mr. Naik, the learned Advocate for the Informant, submits that his client has no objection to the granting of the present Anticipatory Bail Application, provided that the amount of Rs. 7,00,000/- deposited by the present Applicant is allowed to be withdrawn. The Informant has no objection of allowing the present Anticipatory Bail Application.

6. In such a situation, prima facie case is made out by the Applicant to grant anticipatory bail on the following conditions:-

ORDER

- (a) **The Anticipatory Bail Application is allowed.**
- (b) In the event of arrest of the Applicant C.R. No. 523 of 2024, dated 25 May 2024, registered with Amboli Police Station, District Brihanmumbai, under Sections 406, 420 read with Section 34 of the Indian Penal Code, the Applicant shall be released on bail furnishing P.R. bond to the extent of Rs.30,000/- with one or more sureties of the like amount.
- (c) The Applicant shall co-operate with the investigation and attend the investigating officer of the concerned police station, as and when called.
- (d) The Applicant shall not directly or indirectly make any inducement, threat or promise to victim and to any person acquainted with facts of case so as to dissuade him/her from disclosing the facts to Court or any Police Officer and should not tamper with evidence.
- (e) The Applicant shall furnish his contact number and residential address to the investigating officer and shall keep him

updated, in case there is any change.

(f) The Applicant and his surety shall provide their respective mobile numbers, e-mail address and documents pertaining to the place of residence.

6. The Informant (Sajid Imityaz Ahmed) is permitted to withdraw the sum of Rs.7,00,000/- deposited in this Court along with accrued interest.

7. In view of the above, **the present Anticipatory Bail Application is disposed of.**

(RAJESH S. PATIL, J.)