

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO. 2959 OF 2024

Vikas A. Singh

...Applicant

V/s.

The State of Maharashtra & Ors.

...Respondents.

.....

Mr. Kuldeep Patil a/w. Mr. Abhishek Joshi for the Applicant.

Mrs. Rutuja Ambekar, APP for the Respondent/State.

Ms Pooja Nitin Sejpai a/w. Mr. Siddharth Gharat, Mr. Sahir Patel i/b
Mr. Nitin H. Sejpai for the Respondent No.2.

PI Sandip Dhande, Kapurbawadi Police Station is present.

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CORAM : N.R. BORKAR, J.
DATE : 16.12.2025.

P.C. :

1. This is an application for anticipatory bail.
2. The applicant is apprehending his arrest in Crime No.98 of 2023 registered at Kapurbawadi Police Station for the offences punishable under Sections 420 and 406 of the Indian Penal Code and Sections 13,3,5 and 6 of the Maharashtra Ownership of Flats Act, 1963 and Section 3 of Maharashtra Protection of Interest of Depositors Act, 2000.
3. The allegations against the applicant are *inter alia* of cheating.
4. Learned counsel for the applicant and learned counsel for respondent No.2 jointly submit that the parties have amicably settled their dispute and tendered the Consent Terms to that effect, which are taken on record and marked as “X” for the purpose of identification. For the ease of reference, the Consent Terms are scanned and reproduced herein below :

Tendered in Court on
16/12/2025 taken on
Record & marked

"X" *for*
16/12/2025

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO. 2959/2024



DISTRICT THANE

Mr. VIKAS ANIL SINGH

....APPLICANT

VS

STATE OF MAHARASHTRA AND ORS.RESPONDENTS

CONSENT TERMS

The Applicant and the Respondent No.2 have agreed to settle the entire dispute amicably and thereby have agreed & decided to file the Consent Terms as under;

1. Parties.

- 1.1 The Applicant is **MR. VIKAS ANIL SINGH**, Proprietor of M/s. VA Developers.
- 1.2 Respondent No. 2 is **MR. PRAMOD DEVATRAM GOEL**, acting:
 - a. for himself;
 - b. for his mother, Smt. Krishna Devatram Goel
 - c. as Karta of Pramod Goel (HUF);
 - d. as legal heir, successor, and representative of late Devatram Goel (HUF); and
 - e. as the authorised representative of all family members and legal heirs of late Devatram Goel,

and is fully competent and authorised to bind all such persons and entities.

2. Settlement Amount.

- 2.1 All disputes, claims, allegations, and proceedings between the parties have been amicably resolved in consideration of **₹2,40,00,000/- (Rupees Two Crore Forty Lakhs only).**
- 2.2 The Applicant has deposited the said amount with the Registry of this Hon'ble Court.

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2.3 The payment is made without prejudice, and Respondent No. 2 expressly agrees and undertakes that:

- a. The payment does not constitute any admission of liability, guilt, wrongdoing, or breach by the Applicant, or M/s. VA Developers; and
- b. No adverse inference shall be drawn in any forum on account of the said payment.

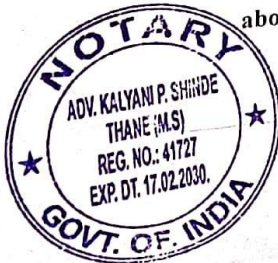
2.4 Respondent No. 2 respectfully prays that he be permitted to withdraw the said amount upon filing of these Consent Terms and in accordance with the directions of this Hon'ble Court.

3. Cancellation of All MOUs and Agreements.

Upon withdrawal of the settlement amount, the following shall stand cancelled, rescinded, and extinguished, without any further act or deed:

- 3.1 The alleged Memorandum of Understanding(s) dated **14.02.2014**;
- 3.2 Memorandum of Understanding dated **10.07.2023**;
- 3.3 All prior, subsequent, or ancillary arrangements or understandings; and
- 3.4 All agreements as listed below:
 - a) BVD-3-4698-2014 (Gala B5-5 – 100%)
 - b) BVD-3-4700-2014 (Gala B5-6– 100%)
 - c) BVD-3-8406-2014 (Gala B5-9 – 10%)
 - d) BVD-3-4699-2014 (Gala B5-10– 100%)
 - e) BVD-3-4696-2014 (Gala B5-11 – 34.40%)
 - f) BVD-1-7265-2012 (Siddhivinayak Society – Flat B-102– 38.29 %)
 - g) BVD-1-8586-2011 (Padmini Complex – Plinth A6-3– 25%)
 - h) BVD 1-8232-2011 (Padmini Complex – Plinth A6-4– 33.33%)
 - i) BVD 1-7990-2011 (Padmini Complex – Plinth A6-6 – 50%)
 - j) BVD 1-7989-2011 (Padmini Complex – Plinth A6-14– 50%)
 - k) BVD 1-7991-2011 (Padmini Complex – Plinth A6-16– 50%)

3.2 Respondent No. 2 confirms that no right, title, interest, or claim of any nature whatsoever survives under any of the above documents.



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4. Full and Final Settlement

- 4.1 Respondent No. 2 declares that no amount, claim, demand, or entitlement remains against the Applicant, being the proprietor of M/s. VA Developers.
- 4.2 This Settlement amount constitutes full and final settlement of all disputes till date regarding the above-mentioned properties only between the Applicant and all family members of the Respondent No.2.

5. FIRs, Complaints, and Proceedings.

- 5.1 Respondent No. 2 undertakes to withdraw, and fully cooperate for quashing of:
- (a) FIR No. I-98/2023, Kapurbawdi Police Station, Thane;
 - (b) FIR No. 0214/2021, Naupada Police Station, Thane; and
 - (c) any other complaint or proceeding of similar nature filed by or supported by Respondent No. 2.
- 5.2 Respondent No. 2 shall appear before all concerned authorities or courts whenever required for the above purpose.

6. Binding Effect

- 6.1 These Consent Terms are binding upon:
- a. Respondent No. 2;
 - b. Pramod Goel (HUF);
 - c. Devatram Goel (HUF);
 - d. all family members including Krishna Goel; and
 - e. all legal heirs of Late Mr. Devatram Goel.

7. Absolute Right to Deal with Properties

- 7.1 Upon release of the amount of Rs.2,40,00,000/- to the Respondent No.2, the Applicant Mr. Vikas Anil Singh, M/s. VA Developers, and their successors, shall be free and fully entitled to sell, transfer, alienate, assign, or otherwise deal with any galas, flats, or premises earlier allotted or proposed to be allotted to any member of the Goel family, in favour of any third party, without objection or interference, strictly limited to the above-mentioned properties only. All the costs and expenses to sell, transfer, alienate, assign, cancel, etc., shall be borne by the Applicant only.





7.2 The Respondent No. 2 confirms that no right or interest survives in respect of above-mentioned properties after receiving the settlement amount Rs.2,40,00,000/-, all the costs and expenses for withdrawing the same from the registry of this Hon'ble Court upon filing of these Consent Terms, and as per directions of this Hon'ble Court shall be borne by the Applicant only.

8. **No Future Litigation**

8.1 Respondent No. 2 undertakes that no civil, criminal, or other proceedings shall be initiated in future against the Applicant, his family members, or his companies in respect of the subject matter of these Consent Terms after receiving the amount Rs.2,40,00,000/- for the above-mentioned properties only.

8.2 Respondent No. 2 expressly undertakes that neither he nor any member of his family shall initiate, revive, continue, or support any civil suit, criminal complaint, police complaint, FIR, or proceeding in respect of any cause of action, allegation, or transaction arising prior to the date of these Consent Terms after receiving the amount Rs.2,40,00,000/-, for the above-mentioned properties only.

8.3 Any breach of this clause shall amount to wilful violation of these Consent Terms and shall render the defaulting party liable for proceedings for contempt of this Hon'ble Court, in addition to all other remedies available in law for the above-mentioned properties only.

9. **Voluntary Execution**

The parties confirm that these Consent Terms are entered into voluntarily, without coercion, pressure, or undue influence.

10. **Prayer**

The parties jointly pray that this Hon'ble Court may be pleased to:

- (a) take these Consent Terms on record;
- (b) permit Respondent No. 2 to withdraw the deposited amount;
- (c) quash the aforesaid FIRs I-98/2023, Kapurbawdi Police Station, Thane & FIR No. 0214/2021, Naupada Police Station, Thane and all consequential proceedings;

- (d) allow Respondent No.2 to withdraw the amount of ₹2,40,00,000/- (Rupees Two Crore Forty Lakhs only) from the registry upon filing of these Consent Terms and as per directions of this Hon'ble Court and
- (e) declare that all Memoranda of Understanding and agreements specifically mentioned in these Consent Terms stand cancelled, rescinded, and extinguished.
- (f) pass such further orders as deemed fit in the interest of justice.



APPLICANT
MR. VIKAS ANIL SINGH



RESPONDENT NO. 2
MR. PRAMOD DEVATRAM GOEL

BEFORE ME
NOTARY

Kalyani P. Shinde

KALYANI P. SHINDE
ADVOCATE & NOTARY GOVT. OF INDIA
DIST. THANE
A/1, Navjai CHS Ltd. F-6, Shree
Nagar, Sector No. 7, Wagle Estate,
Road No. 27, Thane (W),
Thane - 400604.
Mob. 9167448282

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5. Learned counsel for the applicant further submits that, in addition to the settlement with respondent No.2, the applicant has also settled the dispute with the other victims including the first informant. In that view of the matter, I am inclined to release the applicant on anticipatory bail. In the result, the following order is passed.

ORDER

A) The Application is allowed.

B) In the event of arrest of the applicant in C.R. No.98 of 2023 registered at Kapurbawadi Police Station for the offences punishable under Sections 420 and 406 of the Indian Penal Code and Sections 13,3,5 and 6 of the Maharashtra Ownership of Flats Act, 1963 and Section 3 of Maharashtra Protection of Interest of Depositors Act, 2000, he be released on bail on executing P.R. Bond in the sum of Rs.25,000/- with one surety or two sureties in the like amount.

C) As per the clause in the Consent Terms, the amount of Rs.2,40,00,000/- deposited by the present applicant with the Registry of this Court shall be paid to respondent No.2 - Pramod Devatram Goel along with accrued interest, if any.

5. The Application is disposed of in the aforesaid terms.

[N.R.BORKAR, J.]