

Amberkar

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 3600 OF 2024
WITH
INTERIM APPLICATION NO. 88 OF 2025

1. Shameem Begam
2. Munir Rashid Khan
3. Nakhir Rashik Khan
4. Sultana Khan

.. Applicants

Versus

State of Maharashtra & Anr.

.. Respondents

.....

- Mr. Tariq Khan for Applicants
- Ms. Shilpa K. Gajare-Dhumal, APP for State
- Mr. Amit Munde a/w Mr. Atif Farooqui for Intervener

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CORAM : MILIND N. JADHAV, J.

DATE : JANUARY 14, 2025

P. C.:

1. Heard Mr. Khan, learned Advocate for Applicants; Ms. Gajare-Dhumal, learned APP for State and Mr. Munde, learned Advocate for Intervener.

2. Applicants - accused Nos. 2 to 5 are apprehending arrest in connection with C.R. No. 625/2024 registered with Mahim Police Station, Mumbai for the offences punishable under Sections 316(2), 318(2), 318(4), 351(2), 352 and 356(2) of the Bharatiya Nyaya Sanhita, 2023 (for short "**BNS**") and under Sections 3 and 4 of the Dowry Prohibition Act, 1961.

3. Complainant before me is the father of the girl who was engaged to get married to the son of Applicant No.1. Parties met through a common friend and on 04.07.2024 exchanged rings and decided to get married on 21.11.2024 and both the parties started making arrangement for the marriage. Applicants before me are the family members of one Mr. Salman Khan whereas complainant before me is the father of girl named Ms. Huma Khan. Names are given for the purpose of convenience and understanding.

4. It appears that before the date of marriage, it was called off. The dispute being one of the reason as per the statement made in the FIR which would *prima facie* at this stage border upon allegations. Complainant filed FIR on 12.12.2024 alleging that complainant has suffered substantial loss not only in monetary terms but also due to calling off the marriage. In so far as the monetary terms are concerned according to complainant, he was out of pocket for a sum of Rs. 6 Lacs (approx.) out of which Rs. 2 Lacs were spent by him for food; Rs. 2 Lacs for gifts; Rs. 45,000/- for purchase of bridal lehenga, Rs. 1,60,000/- for pair of clothes for bride, Rs. 75,000/- for clothes for Salman etc. Pursuant to the engagement which took place, engagement rings were also exchanged by both the parties. As informed by learned Advocate for Applicants, value of the engagement ring is more or less between Rs. 49,000/- to Rs. 51,000/-.

5. Grievance of the complainant which can be seen from the averments made in the Intervention Application which I have permitted the complainant's Advocate to address the Court is that immediately before the marriage could be take place, unfortunate demand of a Fortuner Vehicle and cash was made by the groom - Salman. From the record, it is seen that Salman is an IT professional and working in Canada. Learned Advocate for complainant has also made one more submission that one of the demands which was made by Salman was that complainant's daughter who is a Doctor should no longer work after her marriage and she would have to be a housewife.

6. As against the complainant's case, it is the case of Applicants before me that they have also spent substantial amounts. Applicants' case before the Sessions Court when the ABA was filed was that they had spent amount of Rs. 8 Lacs whereas before me it is pointed out that they had spent an amount of Rs. 20 Lacs. Both the parties have given the breakup of the amounts spent between the date of engagement and the date of marriage which was fixed. In support of their respective cases, both the parties have referred to and relied upon several bills and expenses which were incurred by parties. In addition to the offence of cheating and criminal breach of trust, complainant has also invoked provisions of Sections 3 and 4 of the

Dowry Prohibition Act, 1961. Substantial material is placed before the Court by both the parties.

7. Considering the above facts I am of the clear opinion that no custodial interrogation of Applicants is required in the present case. Needless to state that both the parties shall co-operate with the investigation and make all appropriate disclosures before the Investigating Officer.

8. Apprehension of complainant that Applicants will not remain in India and go to Canada and settle there can be taken care of by giving appropriate directions. Another submission made by learned Advocate for complainant is that Salman was already married previously. Appropriate investigation can undoubtedly be undertaken on the issues raised in the complaint as also the case of the Applicants before me.

9. In view of my above observations, ABA stands allowed in terms of prayer clause (a) on the following terms and conditions:-

ORDER

- (i) In the event of the arrest, the Applicants be enlarged on bail on furnishing P. R. Bond in the sum of Rs. 50,000/- each with one or two sureties in the like amount;

- (ii) Applicants shall not tamper or attempt to influence the complainant, witnesses or any person concerned with the case;
- (iii) Applicants shall attend the Police Station on the first Monday of every month between 10.00 a. m. and 12.00 noon until the Charge-sheet is filed and as and when called for by the investigating officer thereafter;
- (iv) Applicants shall inform their latest place of residence and mobile contact number immediately after being released and/or change of residence or mobile details, if any, from time to time to the Court seized of the matter and to the Investigating Officer of the concerned Police Station;
- (v) Applicants shall not leave the country without prior permission of the Court;
- (vi) Applicants shall surrender their passports with the Investigating Officer of the concerned Police Station;
- (vii) If there is a breach of any of the aforesaid conditions, the prosecution shall be at liberty to seek cancellation of the Applicants' bail.

10. Application is allowed in the aforesaid terms and is accordingly disposed of.

11. Interim Application No. 88 of 2025 also stands disposed.
12. All concerned to act on the authenticated copy of this order.

[MILIND N. JADHAV, J.]

Amberkar

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by RAVINDRA
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AMBERKAR
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