

Ajay

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 760 OF 2024
WITH
INTERIM APPLICATION NO. 4530 OF 2024
IN
ANTICIPATORY BAIL APPLICATION NO. 760 OF 2024

Sandeep Vishnu Mahadik	.. Applicant
Versus	
The State of Maharashtra	.. Respondent

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- Mr. Vijay Pandey, Advocate for Applicant.
 - Mr. Anand R. Kandoi, Advocate for Intervenor.
 - Mr. Balraj B. Kulkarni, APP for Respondent – State.
 - PI – Adhav and Ms. Usha Khose, PSI of MHB Colony Police Station, Mumbai present.

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CORAM : MILIND N. JADHAV, J.
DATE : JANUARY 22, 2025.

P.C.:

1. Mentioned out of turn at the time of rising of the Court. All parties are present. Matter is heard with their consent.
2. Heard Mr. Pandey, learned Advocate for Applicant; Mr. Kandoi, learned Advocate for Intervenor and Mr. Kulkarni, learned APP for Respondent – State. Perused the record.
3. Pursuant to the order passed in Interim Application No.4530 of 2024 dated 15.01.2025, Mr. Pandey appears for the Applicant and in order to show his bonafides he would submit that Demand Draft of Rs.2,00,000/- has been brought by him which is issued by HDFC Bank

dated 20.01.2025 in the name of Original Complainant.

4. Mr. Kandoi, learned Advocate for Intervenor would submit that the Intervenor be permitted to accept the said Demand Draft as part payment. I accept the request made by Mr. Pandey and the said Demand Draft of Rs.2,00,000/- is handed over to Mr. Kandoi to be given to the Intervenor. Today Intervenor is also present in the Court. He has received the Demand Draft of Rs.2,00,000/- in my presence. It is clarified that this part payment which is accepted by the Intervenor – Original Complainant is without prejudice to his rights and contentions to recover the amount alongwith interest which is due according to him.

5. As argued by Mr. Pandey on the last occasion Applicant has also shown his bonafides to pay the balance amount of Rs.5,00,000/- according to the Applicant in 5 installments to the Complainant within a period of four months from today. Though Mr. Pandey has placed on record signed cheques, those cheques are outdated today and are of no value. In that view of the matter, Mr. Pandey will now file appropriate undertaking of the Applicant and give the precise timeline for paying the amount of Rs.5,00,000/- in four (4) months time and that Affidavit will be submitted to the Investigating Officer within one (1) week from today. The amounts shall be paid by Demand Draft by the Applicant which may be noted.

6. Mr. Kandoi would submit that Original Complainant is entitled to a further amount in view of his disagreement with the principal amount which is been paid by the Applicant. He would submit that Intervenor – Original Complainant does not agree with the principal amount as stated by Mr. Pandey which is Rs.7,00,000/-. If that be the case, it shall also be open to the Intervenor – Original Complainant to take appropriate steps available him in law for recovery of the balance amount from the Applicant in the appropriate forum.

7. Attention is drawn to the judgment of the Supreme Court in the case of *Ramesh Kumar Vs. State of NCT of Delhi*¹, wherein the Supreme Court holds that criminal proceedings are not for realisation of disputed dues and thus a criminal court exercising jurisdiction to grant bail / anticipatory bail is not expected to act as a recovery agent to realise the dues of the Complainant and that too without any trial.

8. In view of the above, custodial interrogation of the Applicant is not required in my opinion, but he shall cooperate in the investigation.

9. Hence the Application is allowed on the following terms:-

- (i) In the event of the arrest, Applicant be enlarged on bail on executing P.R. Bond in the sum of Rs.25,000/- with

¹ (2023) 7 SCC 461

one or two sureties in the like amount;

- (ii) Applicant shall file an undertaking as directed by the Court herein above. Undertaking will categorically disclose the schedule for payment of Rs.5,00,000/- alongwith the dates on which the said payment will be made by Demand Draft in the name of Intervenor to the Investigating Officer or to the Intervenor directly as found convenient by the Applicant;
- (iii) Under no circumstances the undertaking shall be breached and if the said undertaking is breached, it shall be open to the prosecution as also to the Intervenor to file an appropriate Application for cancellation of this order;
- (iv) Applicant shall participate in the investigation as required by the Investigating Officer of the criminal complaint filed by Intervenor and shall give all disclosures as required in law and as and when called for;
- (v) Applicant shall furnish particulars of his address and mobile number to the Investigating Officer within two days from today;

(vi) Applicant shall not misuse his liberty in any manner or influence the informant, witnesses or any person concerned with the case and he shall not tamper with the evidence;

(vii) Any infraction of the conditions herein above shall entail cancellation of this order.

10. Anticipatory Bail Application is allowed and disposed of in the above terms. Rights and contentions for any further recovery as available to Intervenor / Original Complainant in law are kept open.

11. Interim Application No.4530 of 2024 is disposed.

[MILIND N. JADHAV, J.]

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by AJAY
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Date: 2025.01.22
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