

KIRAN KANTILAL PATEL AND ORS ...APPLICANTS
VS
STATE OF MAHARASHTRA ...RESPONDENT

WITH
INTERIM APPLICATION NO.4718/2024
IN
ANTICIPATORY BAIL APPLICATION NO. 3019/2024

TRADEWEL CONSTRUCTION CORPORATION PVT. IN THE MATTER OF KIRAN KANTILAL PATEL AND ORS	...INTERVENOR ...APPLICANTS
VS STATE OF MAHARASHTRA	...RESPONDENT

Adv. Maitreya Shukla for the Applicants.
Adv. Anand S. Shalgaonkar, APP for the State.
Adv. Aditya Mithe i/b Desai R. Diwanji for the Intervener.
API Mangesh Burhade, Kashimira Police Station.

CORAM : RAJESH S. PATIL, J.
DATED : MARCH 27, 2025

P.C.:

INTERIM APPLICATION NO.4718/2024 IN ANTICIPATORY BAIL APPLICATION NO. 3019/2024 :

1. Heard. I have gone through the contents of the interim application. In view of the law laid down by the Hon'ble Supreme Court in *Jagjeet Singh & Ors. v. Ashish Mishra @ Monu & Anr., Criminal*

Appeal No. 632 of 2022, it has been held that a victim is entitled to be heard during the adjudication of the bail application of the accused.

2. In light of the same, the interim application is allowed in terms of prayer clause (a).

ANTICIPATORY BAIL APPLICATION NO. 3019/2024 :

1. This matter has come up today's board under the caption "for direction" since, there is an order passed by the Supreme Court on 7 February, 2025. By the said order the Supreme Court has requested this Court to take up the pending anticipatory bail application and dispose it of on the next date of hearing if it is possible.

2. Since, the matter is on today's board only for the purpose of direction, the parties are not ready to make submissions on merits as far as the anticipatory bail application is concerned. However, the counsel have given me a overview of this matter.

3. The applicants in the anticipatory bail application is directed to add the first informant as party respondent no.2 in the anticipatory bail application.

4. Since the dispute between the parties arising out of a lease deed wherein, the present applicants are the lessors and the first informant is a lessee. There is a consent terms entered between the

applicant and proposed respondents and others, which is not disputed. A copy of the same is attached at page nos. 164 to 174 of the anticipatory bail application. According to paragraph no. 6 of the said consent term, the applicant herein supposed to pay a sum of Rs.30.60 crores to the first informant and also allow them to construct 30,000 sq. ft. on the subject land.

5. Both the counsel agreed that a sum of Rs. 30.60 crores has been paid by the applicants to the first informant. However, the applicants have no objection if the first informant constructs a building of 30,000 sq. ft. on the subject land. However, Mr. Mithe, learned counsel for the first informant submits that the planning authority (Mira-Bhayandar Municipal Corporation) will not allow any kind of construction if plans are put by the first informant.

6. Only for this reason, the applicants in the anticipatory bail application is directed to add the Mira-Bhayandar Municipal Corporation as party respondent no. 3.

7. Amendment to be carried out forth with. If the amendment is not carried out forthwith, the anticipatory bail application will stand dismissed without further reference to this Court.

8. The learned APP to serve a copy of the anticipatory bail application on the newly added respondent nos.2 and 3 through the

investigating officer.

9. Issue notice to newly added respondent nos.2 and 3, returnable on **1 April 2025**. Apart from Court notice, advocate for the applicants are permitted to serve newly added respondent nos.2 and 3 by advocate's private notice by all permissible modes of service and file affidavit of service to that effect before the next date of the hearing.

10. Stand over to **1 April 2025** under the caption "for circulation."

11. Interim relief granted earlier to continue till the next date of hearing.

(RAJESH S. PATIL, J.)