

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION**

ANTICIPATORY BAIL APPLICATION NO.288 OF 2025

Farid Ahamad Abdul Hak Shaikh	...Applicant
Vs	
State Of Maharashtra	...Respondent

Ms. Asmeeta Bhoir h/f. Mr. Shilesh Kantharia, Advocate for the Applicant.

Mr. Anand S. Shalgaonkar, APP for the State.

Adv. Rupali Vasaikar, Adv. Aarti M. i/b. Adv. Balasaheb Yewale, Advocate for Respondent No.2.

CORAM : RAJESH S. PATIL, J.

DATED : 21 FEBRUARY 2025

P.C.:

1. The present Application is filed by the Applicants under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 [corresponding Section 438 of Cr.P.C], for anticipatory bail in connection with C.R. No. 0565 of 2024, dated 2 September 2024, registered with Karmala Police Station, District Solapur (Rural), under Sections 3 (5), 316 (2), 318 (4) of the Bharatiya Nyaya Sanhita, 2023.

2. The Applicant as well as Respondent No.2 have entered into consent terms dated 21 February 2025. The consent terms signed by these parties is taken on record and marked "X" for

identification. Ms. Asmeeta Bhoir and Ms. Rupali Vasaikar, the learned Advocate for parties state that their clients 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 :-

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1

RP, HK
21/2/2025

Coram: Smt. Rajesh S. Patil, J.

IN THE HIGH COURT JUDICATURE AT BOMBAY

CRIMINAL APPELLATE JURISDICTION Date: 21/02/25

ANTICIPATORY BAIL APPLN. NO. 288 OF 2025 For Reg. (u)

21/02/25

MR. FARID AHAMAD ABDUL HAK)
SHAIKH,)...Applicant
V/S

1) The State of Maharashtra)
At the Instance of Sr. Inspector of Police,)
Karmala Police Station,)



2) Mr. SATISH DAGADU SHELKE)...Respondents

CONSENT TERMS:

The parties herein i.e., the Applicant and the Original Complainant, i.e. Mr. SATISH DAGADU SHELKE, amicably agreed and decided to resolve the dispute under the above Anticipatory Bail Application on the following agreed terms and conditions: -

1. That disputes and differences had arisen between the aforementioned parties and consequent thereto, the Original Complainant, i.e. Mr. SATISH DAGADU SHELKE had lodged a complaint with KARMALA POLICE STATION, Dist.-Solapur which was registered vide C.R. No. 565 OF 2024 against the

[Handwritten signatures]

2

Applicant for commission of alleged offences punishable u/s.
316(2), 318 (4), 3 (5) OF BHARATIYA NYAYA SANHITA
(BNS), 2023.

2. The parties herein i.e., the Applicant and the Original Complainant, i.e. Mr. SATISH DAGADU SHELKE are known to each other and have mutually agreed to settle their dispute and claims amicably between themselves without recourse to litigation. Both the parties have agreed to put an end on the criminal proceedings set in motion by the Original Complainant, i.e. Mr. SATISH DAGADU SHELKE against the Applicant. The terms and conditions agreed to between both the parties are as under.



- i) The Applicant herein agrees, confirms and declares that he shall pay the amount of Rs. 6,00,000/- (Rupees Six Lakhs Only) to the Original Complainant, i.e. Mr. SATISH DAGADU SHELKE herein in favour of him being the full and final settlement of his claims.
- ii) That the Applicant paid Rs, 6,00,000/- (Rupees Six Lakhs Only) through Demand draft bearing D.D. No. 108634, drawn on Bank of Baroda, Indian Oil Nagar, Chembur Mumbai Branch of Rs. 3,00,000/- (Rupees Three Lakhs Only) and D.D. No. 108635,

[Handwritten signatures]

3

drawn on Bank of Baroda, Indian Oil Nagar, Chembur Mumbai Branch of Rs. 3,00,000/- (Rupees Three Lakhs Only) as full and final payment to original complainant, and original complainant had received the Demand Draft of Rs. 6,00,000/- in favour as full and final settlement, hence forth no past present and future liabilities of applicants toward Original complainants.

- iii) That the Original Complainant, i.e. Mr. SATISH DAGADU SHELKE in view of the aforesaid settlement has agreed not to proceed with C.R. No. 565 of 2024 registered with Karmala Police Station and has agreed to give his consent for grant of Anticipatory Bail to the Applicant and has also agreed to withdraw / quash / compound his complaint against the Applicant and co-accused upon receiving full and final settlement of his claims.
- iv) That the Original Complainant, i.e. Mr. SATISH DAGADU SHELKE agrees to execute such affidavit, declaration, consent terms, letter etc before the competent court as may be requested by the Applicant in order to put an end to the criminal proceedings against Applicant and co-accused.
- v) That the Original Complainant, i.e. Mr. SATISH DAGADU SHELKE further agrees to appear before the Police, Court or any

4

other Government or competent authority in connection with withdrawal / compounding / quashing of the said complaint.



vi) That the Original Complainant, i.e. Mr. SATISH DAGADU SHELKE agrees not to launch any further proceedings in respect of his complaint against the Applicant and co-accused, either civil or criminal, in any court of law.

vii) That both the Parties agree that they shall have no claim whatsoever against each other after withdrawal of the complaint being C.R. No. 565 of 2024 registered with Karmala Police Station

viii) That both the Parties have executed these Consent Terms without any influence, coercion from any third party and out of their own free will and consent and that the same is executed only for the purpose of amicable settlement of the ongoing dispute.

Dated this the 21st day of February, 2025.

Re Amita
Advocate for Applicant

Rupali Vaswani
Adv. Rupali Vaswani
Reg. No. 2

Mr. Farid Ahamad Abdul Hak Shaikh (The Applicant)

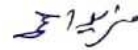
Rupali Vaswani
Mr. Satish Dagadu Shelke (The Original Complainant)

5

VERIFICATION

I, MR. FARID AHAMAD ABDUL HAK SHAIKH, Age- 57 years, Occupation: Business , Residing at Indira Nagar, Galli No.3A, Mandala, Mankhurd, Veer Jijamata, Bhosale Marg, Mankhurd, Mumbai-400043 , do hereby state on solemn affirmation that whatever stated herein above is true and correct to the best of my personal knowledge and belief.

Solemnly affirmed at Mumbai,)



On this 21st day of February, 2025)

Applicant

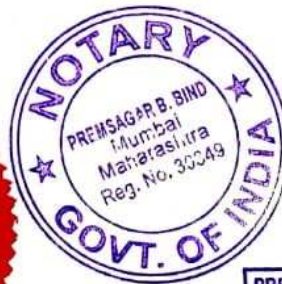
Before me;


 Advocate for the Applicant
 (Asmita Bhair)

BEFORE ME

PREMSAGAR B. BIND
 NOTARY GR. MUMBAI
 MAHARASHTRA
 (GOVT. OF INDIA)

PREMSAGAR B. BIND
 B-6, 60 FEET ROAD,
 M. L. CAMP, MUMBAI-400019.



PREMSAGAR B. BIND (Notary Govt. of India)	
NOTARIAL REGISTER	
SR. No. 24	21/02/25



21 FEB 2025

3. All statements made in consent terms are accepted as undertaking made to this Court. All undertakings / Statements are also accepted.

4. The learned Advocate for the Informant submits that Demand Draft of Rs.6,00,000/- is handed over to the Informant.

5. In the F.I.R. lodged against the Applicant, which primarily concerns a mango farm taken on license for a year for a sum of Rs.14,50,000/-. An amount of Rs.4,50,000/- was paid, while the balance remained unpaid, therefore, F.I.R has been lodged. Today, a sum of Rs.6,00,000/- has been handed over to the Informant by the present Applicant through a Demand Draft. In view of the parties entering into the consent terms, this Anticipatory Bail Application filed by the Accused needs to consider favourable.

6. According to me, prima facie case is made out by the Applicant to grant anticipatory Bail on the following condition:-

ORDER

(a) The Anticipatory Bail Application is allowed.

(b) In the event of arrest of the Applicant C.R. No. 0565 of 2024, dated 2 September 2024, registered with Karmala Police Station, District Solapur (Rural), under Sections 3 (5), 316 (2), 318 (4) of

the Bharatiya Nyaya Sanhita, 2023., 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 investigatingZ 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.

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

(RAJESH S. PATIL, J.)