

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

ANTICIPATORY BAIL APPLICATION NO.501 OF 2025

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NAWALE

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Prajkt Bhalchandra Potdar

...Applicant

Versus

State of Maharashtra & Anr

...Respondents

Mr. Sanjeev Kadam a/w. Ms. Varsha T. i/b. Sandesh More, Devidas Bhoir, Advocate for the applicant.

Ms. Pallavi N. Dabholkar, APP for the State.

Mr.Devvrat Singh, Advocate for respondent no.2.

Mr. Bhandare, PSI Baramati Police Station present.

Rajan Dattaji Marathe, Nachiket Dinanath Salvi, Prajakt Bhalchandra Potdar, Parterns of Chaturthi Developers present.

CORAM : RAJESH S. PATIL, J.

DATED : 2 MAY 2025

P.C.:

1. The present Application is filed by the Applicant 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.I-03 of 2025, dated 24 January 2025, registered with N.R.I. Sagari Police Station, District Manpada Police Station, under Sections 420, 466, 467, 468, 471 of the Indian Penal Code.

2. The Applicant as well as Respondent No.2 have entered into consent terms dated 30 April 2025. The consent terms signed by these parties is taken on record and marked "X" for identification. Mr. Sanjeev Kadam, Senior and Mr. Devvrat Singh, 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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02/05/25 (A)

Coram: Shri Rajesh S. Patil, J. R.P.H.C
21/5/2025.

Date: 02/05/25 8
For Reg. (J)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO. 501 OF 2025

Prajakt Bhalchandra Potdar Applicant

Versus

The State of Maharashtra & Anr. Respondents

CONSENT TERMS

1. That Prajakt Bhalchandra Potdar being the Applicant in the above matter is a partner in M/s. Chaturthi Developers **(hereinafter the said Partnership)**, PAN No. **AAOFC0914B**. M/s. Chaturthi Developers has undertaken redevelopment of Vikram Villa Cooperative Housing Society property, Plot No. 51, Survey No. 81 (part of Ramchandra Scheme), admeasuring

M. Dev Dhruv



583.34 Sq. yards. or 488.25 Sq. metres., situated at Gajbandhan Patharli, Kalyan, District Thane.

2

Terms to this Hon'ble High Court with a request to accept the same.

9. That for the purposes of affecting this Consent Terms all the parties to this Consent Term shall act on the Authenticated Copy of this consent term.

10. Anticipatory Bail Application to be disposed of in terms of present Consent Terms.

Dated this 30th day of April 2025

30 APR 2025

Prajakt Bhalchandra Potdar
Applicant

Advocate for Applicant

Rajan Dattaji Marathe

Nachiket Deenanath Salvi

Adv. Devvrat Singh

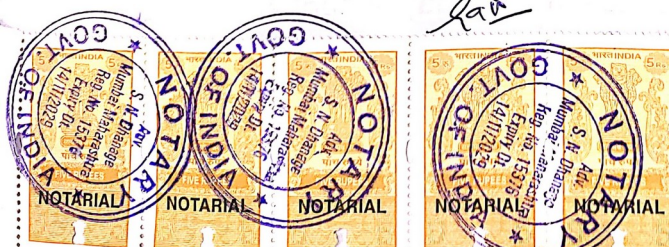
Adv For Respondent No. 2



BEFORE ME
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Adv. S. N. Dhanage
Notary Govt. of India
Regd. No. 15376, MUMBAI (MS)
404-405, 4th Floor, Davar House,
197/199, Near Central Camera Bldg.,
D. N. Road, Fort, Mumbai - 400001.
Mob.: 8591897834

NOTED & REGISTERED
Page No. 50 Sr. No. 2013
Date 30 APR 2025



Deenanath Salvi mutually agreed to settle the matter of M/s. Chaturthi Developers once for all.

7. Prajakt Bhalchandra Potdar, Rajan Dattaji Marathe & Nachiket Deenanath Salvi with a view to put an end the matter, on the terms and conditions stated herein in this Consent Terms, the Parties hereby agree to a full and final settlement of M/s Chaturthi Developers covered by FIR No. 93 of 2025:

A. It is unconditionally and unequivocally accepted, agreed, confirmed and declared by and between the Parties that in consideration of settlement of accounts of M/s.Chaturthi Developers, Prajakt Bhalchandra Potdar as a partner of Vibha Realtors (PAN - AAPFV4502R) shall within seven days from the date of verification of this consent terms before the Honorable High Court, transfer a Flat No. 802 (carpet area 481.12 sq. ft. / 44.69 sq. metres.) & one covered parking No. 2 in the building "THE ONE PEARL," located at Ektanagar, village Aayre, Dombivli (E), Taluka Kalyan, District Thane, in the joint name of Rajan Dattaji Marathe and Nachiket Deenanath Salvi.

- B. The Stamp Duty and Registration charges for the Flat No. 802 (carpet area 481.12 sq. ft. / 44.69 sq. metres.) & one

M. D. D. D. D.



covered parking No. 2 in the building "THE ONE PEARL," located at Ektanagar, village Aayre, Dombivli (E), Taluka Kalyan, District Thane, shall be borne by Rajan Dattaji Marathe and Nachiket Deenanath Salvi. It is agreed that apart from the payment of Stamp Duty and Registration charges no other charges, fees of any kind whatsoever shall be payable by Rajan Dattaji Marathe and Nachiket Deenanath Salvi.

C. After registration of the Agreement for sale of the Flat No. 802 (carpet area 481.12 sq. ft. / 44.69 sq. metres.) & one covered parking No. 2 in the building "THE ONE PEARL," located at Ektanagar, village Aayre, Dombivli (E), Taluka Kalyan, District Thane, as aforesaid, Rajan Dattaji Marathe and Nachiket Deenanath Salvi shall retire as a Partner from M/s. Chaturthi Developers.

D. The Applicant shall pay GST, Income Tax, society's members' license fees, their corpus funds, shall bring full occupation certificate, shall make payments of all creditors etc. and such other all past, present, future legal and financial responsibilities and liabilities of Vikram Villa CHS project and of partnership firm M/s. Chaturthi Developers. The Applicant Prajakta Potdar shall bring at his cost full occupation certificate of vikram villa building,



W. [Signature] [Signature]

shall give water and electricity connections to the society and further he shall do and complete the procedure with sub registrar of society so as to incorporate name of new flat purchasers. Prajakt Bhalchandra Potdar agrees and undertakes to pay all the debts and liabilities of the said Firm and to Indemnify and keep Indemnified Rajan Dattaji Marathe and Nachiket Deenanath Salvi against all such debts and liabilities and all loss, costs, charges and expenses that the Rajan Dattaji Marathe and Nachiket Deenanath Salvi may incur or suffer on account thereof.

E. M/s. Chaturthi Developers, its assets including goodwill, all licenses and permits held by the said Firm, its outstanding dues and receivables and outstanding contracts, that the same shall belong to Prajakt Bhalchandra Potdar alone.

F. The registered address of M/s. Chaturthi Developers shall be changed immediately and the Applicant shall remove all the movables belongings etc. of M/s. Chaturthi Developers from the said registered office which is owned by Rajan Dattaji Marathe. The Applicant shall inform all the government, semi-government, private person about the change of address of M/s. Chaturthi Developers.

[Handwritten signature]



- G. Prajakt Bhalchandra Potdar agrees, confirms and undertakes that he will neither use the name, address B-101, Chaturthi Arcade, Sant Namdeo Path, Dombivali East and goodwill of Rajan Dattaji Marathe and Nachiket Deenanath Salvi to conduct the business of M/s Chaturthi Developers nor represent to public at large, directly or indirectly, that Rajan Dattaji Marathe and Nachiket Deenanath Salvi are partners of M/s Chaturthi Developers.
- H. Within seven days from the verification of this consent terms before the High Court and against the registration of flat purchase agreement as above, the Parties shall execute Deed of Retirement and/ or any document or papers as may be required to give complete effect to the retirement of Rajan Dattaji Marathe and Nachiket Deenanath Salvi from the said partnership.
- I. Prajakt Bhalchandra Potdar shall, at his own costs and expenses and within a period of 7 days from the date of filing of these Consent Terms, notify the retirement of Rajan Dattaji Marathe and Nachiket Deenanath Salvi from the said M/s Chaturthi Developers as a Partner to the Registrar of Firms under Section 63 of Indian partnership Act, 1932, and further advertise the same in the Official

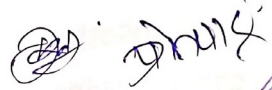


[Handwritten signatures]

Gazette and in the local newspapers as required by Section 72 of Indian partnership Act, 1932 and the registration entry of the Firm In the records of the Registrar of Firms will be got amended accordingly. Prajakt Bhalchandra Potdar agrees and undertakes to sign necessary application or papers required for the purpose at his own expenses.

I) Prajakt Bhalchandra Potdar shall be solely liable for all dues, levies and taxes of the Government and Semi-Government authorities /bodies including GST and the Income Tax of the said Partnership Firm and Rajan Dattaji Marathe and Nachiket Deenanath Salvi shall have no liability towards the same.

II) The Parties agree and undertake that Prajakt Bhalchandra Potdar shall alone be liable to pay creditors, third parties, contractors and other any and all such other all past, present and future legal and financial responsibilities and liabilities of the said Vikram Villa CHS project and that of the partnership firm M/s. Chaturthi Developers.

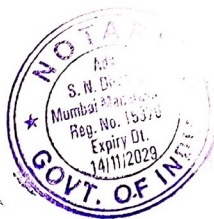
  

III) The Parties agree and undertake that Prajakt Bhalchandra Potdar alone shall be liable and make payment towards rent payable to members of the society, license fees, corpus funds or any other amount payable under the Development Agreement, payment of all creditors etc. and such other all past, present and future legal and financial responsibilities and liabilities of the Vikram Villa CHS project and that to of partnership firm M/s. Chaturthi Developers.

IV) It further agreed that it will be the sole liability of Prajakt Bhalchandra Potdar to get the full Occupation Certificate of the Vikram Villa CHS project within a period of 3 months from the date of fling of these Consent terms at his own expenses by making payment of all necessary fees and charges in that regard.

V) It further agreed that Prajakt Bhalchandra Potdar shall be at liberty to continue business of M/s. Chaturthi Developers as a Sole Proprietor and/or take other partners in the said M/s. Chaturthi Developers at different address at his choice.

J. The Parties agree and undertake that subject to fulfilment of the terms and conditions in Clause 7 (A) and (B) above,



Mr. [Signature] [Signature] [Signature]

Rajan Dattaji Marathe shall withdraw the allegations made in the complaint and file an affidavit giving consent for quashing the said complaint registered vide C.R. no. 93/2025 registered with Manpada Police Station, Dombivli

K. Rajan Dattaji Marathe agrees, confirms, undertakes and declares that there are no other legal and/or regulatory proceeding/s including petitions, applications, requests, complaints or claims (including counter claims) presently pending before any court, tribunal or other forum (if any) (the "**Legal Proceedings**") commenced by it or through its employee/s, agent/s, sub-vendor/s or labourer/s against Prajakt Bhalchandra Potdar or its affiliates/related persons in relation to the said Work Agreements and/or the said Partnership / Project.

L. It is further agreed, confirmed by and between the parties that Rajan Datta Marathe shall fully cooperate in defreezeing of the Bank Accounts of Prajakt Bhalchandra Potdar which are freezed during police investigation by giving necessary statements and signing documents before Police and other authorities.

[Handwritten signatures]



- M. It is agreed by Prajakta Bhalchandra Potdar that he shall handover peaceful possession of the flat in the one pearl building on or before 31.07.2025 with full occupation certificate and MSEDCL connection, water connection etc.
- N. It is agreed by the Applicant hereinabove that the time is the essence of executing each term of this consent term.
- O. It is agreed by the Applicant hereinabove that he is solely responsible and liable to deal with other partners of Vibha Realtors and Rajan Dattaji Marathe & Nachiket Deenanath Salvi is no way concerned with any question raised by the partners of Vibha Realtors.
- P. It is agreed by Prajakta Bhalchandra Potdar that if he fail to abide by the terms and conditions of this consent terms then in that case he shall be held liable to be prosecuted under criminal law.
8. The parties to this consent terms shall abide by their respective undertakings given under these Consent Terms. The parties further furnish the undertakings given under this Consent



Terms to this Hon'ble High Court with a request to accept the same.

9. That for the purposes of affecting this Consent Terms all the parties to this Consent Term shall act on the Authenticated Copy of this consent term.
10. Anticipatory Bail Application to be disposed of in terms of present Consent Terms.

Dated this 30th day of April 2025

30 APR 2025

Prajakt Bhalchandra Potdar
Applicant



Advocate for Applicant

Rajan Dattaji Marathe

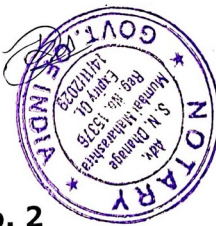
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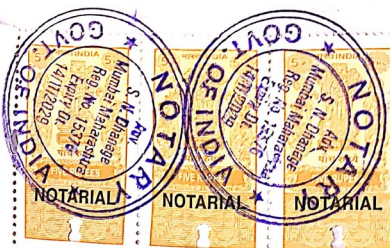
Adv For Respondent No. 2



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

4. This is not a forum where the civil disputes between parties are settled. But since, the parties have tendered Consent Terms voluntarily entered into between them, the same is taken on record. In such a situation, according to me, a case is made out for granting Anticipatory Bail Application to the applicant.

ORDER

(a) The anticipatory bail application is partly allowed.

(b) In the event of arrest of the Applicant, C.R. No.I-03 of 2025, dated 24 January 2025, registered with N.R.I. Sagari Police Station, District Manpada Police Station, under Sections 420, 466, 467, 468, 471 of the Indian Penal Code., 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 in the every week on Tuesday's between 11:00 a.m. to 01.00 p.m.,

thereafter 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 investigating officer and shall keep him updated, in case there is any change.

(f) The Applicant and his surety shall provide his respective mobile numbers, e-mail address and documents pertaining to the place of residence.

5. Needless to say, violation of any of the aforesaid conditions would make the applicant liable to face proceedings for cancellation of anticipatory bail. It is also clarified that the observations made in this order are limited to the question of grant of anticipatory bail to the applicants in the present application and that the trial Court shall proceed further, without being influenced by the observations made in this order.

(RAJESH S. PATIL, J.)