

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.806 OF 2025

YASH VIJAY BENDALE

...APPLICANT

VS

THE STATE OF MAHARASHTRA AND ANR

...RESPONDENTS

Adv. Shailendra Pendse i/b. Adv. C. S. Lamba & Adv. Md. Shamsheer Ali,
Advocate for the Applicant.

Ms. Rutuja A. Ambekar, APP for the State.

Mr. Santosh More, Advocate for Respondent No.2.

CORAM : RAJESH S. PATIL, J.

DATED : 8 APRIL 2025

PC.:

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. 0043 of 2025, dated 21 January 2025, registered with N.R.I. Sagari Police Station, District Navi Mumbai, under Sections 352 and 118 (2) of the Bharatiya Nyaya Sanhita, 2023.

2. The Applicant as well as Respondent No.2 have entered into consent terms dated 8 April 2025. The consent terms signed by these parties is taken on record and marked "X" for identification. Mr. Shailendra Pendse and Santosh More, the learned Advocate for

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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 :-

X. R.P.H.
8/4/2025

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08/04 (A)

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Coram: Shri Rajesh S. Patil, J.

Date: 8/04/25
For Reg. (J)

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

DISTRICT: THANE

ANTICIPATORY BAIL APPLICATION NO. 806 OF 2025

Mr. Yash Vijay Bendale,)
Aged about 25 Years, Occ. Unemployed,)
Residing at Anand Vihar Society,)
Plot No. 173, Room No. 32, Sec No 16-A,)
Nerul, Navi Mumbai – 400706.) Applicant
(Original Accused)

VERSUS

1. The State of Maharashtra)
Through NRI Sagari Police Station,)



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2. Aniket Sunil Madhavi)
 Aged about 32 years, Indian)
 Inhabitant, Occ. Real Estate Agent,)
 A – 302, Elite Platina, Kolshet Road,)
 Thane – West, Maharashtra – 400607) Respondents
 (Original Complainant)

CONSENT TERM

MOST RESPECTFULLY SHEWETH

It is most humbly stated by the Mr. Yash Vijay Bendale (Applicant), Mr. Aniket Sunil Madhavi (Respondent No 2) and Mr. Jayendra Ganesh Madhavi the (Victim) (*hereinafter collectively referred to as the "**Parties**"*) that they have voluntarily and out of their own free will, without any coercion or undue influence, arrived at the following terms of settlement/compromise:

1. The Parties submits that the First Informant (Respondent No 2) registered a First Information Report being **CR. No 43 dated 21/01/2025, registered with The NRI Sagri Police Station, Navi – Mumbai (Respondent No 1)** against **Mr. Yash Vijay Bendale the Applicant** for offenses punishable under **Section 118 (2) & 352 Of Bhartiya Nyaya Sanhita (45 Of 2023)**. Subsequent to the registration of First



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Information Report, the Applicant filed Bail Application No. 57 of 2025 in anticipation of Arrest before the **Hon. Ad – Hoc. District Judge, Belapur** and vide Order dated 06/03/2024 the Hon. District Judge was pleased to rejected the Bail Application. Pursuant to that the Applicant filed the present Anticipatory Bail Application and during the pendency of the hearing the parties realized that dispute which had aroused between them was due to certain misunderstandings and difference of opinion in a spar of a moment and the same could have been solved by communicating in a civilized manner.

2. The Respondent No 2 and the Victim are cousins in relation and they hereby state that they have amicably settled the disputes with the Applicant/Accused and have no further grievances or claims against them with respect to the incident leading to the filing of the aforementioned First Information Report being CR. No 43 dated 21/01/2025, registered with Respondent No 1.

3. Terms of Settlement:

a. The Applicant/Accused have agreed to reimburse a total sum of **INR. 4,00,000/- (Indian Rupees Four Lac)** to the Victim towards the medical expenses incurred by the victim and compensation for the stress subjected to the him. The Victim and the First informant accepts the aforesaid amount against all their claims and grievance.



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b. The Applicant has agreed to pay the aforesaid amounts in two (2) instalments. The Applicant for his First Instalment has furnished **Demand Draft for a Sum of INR. 1,50,000/- (Indian Rupees One Lac Fifty Thousand)** drawn on Axis Bank, dated 07/04/2025, bearing Demand Draft Number 002908 in favour of Mr. Jayendra Ganesh Madhavi (Victim). Whereas, the Second Instalment shall be handed to the Victim by way of Demand Draft of remaining sum of **INR. 2,50,000/- (Indian Rupees Two Lac Fifty Thousand)** at the time of Quashing of the First Information Report bearing CR. No 43 dated 21/01/2025, registered with The NRI Sagri Police Station, Navi – Mumbai (Respondent No 1). *Hereto annexed is the photocopy of the Demand Draft dated 07/04/2025, issued in favour of Victim and the same is inscribed as **"Annexure – 1"**.*

c. The Applicant/Accused hereby tender his sincere apology to the Victim for the incident.

d. The Parties submits that Mr. Aniket Sunil Madhavi the First Informant and Mr. Jayendra Ganesh Madhavi (Victim) hereby **undertake to give their free consent to the Applicant for the Quashing of the CR. No 43 dated**



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21/01/2025, registered with The NRI Sagri Police Station, Navi – Mumbai (Respondent No 1) and they further undertake not to pursue any further legal action against Mr. Yash Vijay Bendale in connection with the incident described in the First Information Report and shall take necessary steps to withdraw any other related complaints/proceedings, if any, pending before any other forum.

e. The Respondent No 2 and the Victim hereby declare that after the fulfillment of the terms of this compromise, they shall have no further claim, demand, or right of action whatsoever against the Applicant Mr. Yash Vijay Bendale arising out of the said incident.

4. The Parties hereby declare that they have entered into this compromise voluntarily and without any force, pressure, or undue influence from any person or entity. They have understood the contents of these Consent Terms and agree to abide by them.

5. The Parties respectfully submit this compromise to the Hon. High Court at Bombay and undertake to abide by the terms and conditions mentioned herein.

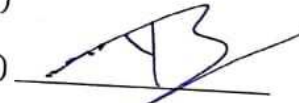


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6. The Parties shall further undertake not to post any defamatory post, subject or content with respect to each other which is defamatory on any social media platform inclusive of Facebook, WhatsApp, Instagram, etc.
7. Further, the Parties undertake to maintain peace and harmony and undertake to forget, set aside and move away from vengeance and misunderstanding hereafter.

SOLEMNLY AFFIRMED AT MUMBAI)
THIS 8TH DAY OF APRIL, 2025)

Read, understood and Signed by)
Mr. Yash Vijay Bendale)
(Applicant))


Signature

Read, understood and Signed by)
Mr. Aniket Sunil Madhavi)
(First informant/Respondent No 2))


Signature



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Read, understood and Signed by
 Mr. Jayendra Ganesh Madhavi
 (Victim)

) Madhavi
) Signature
)

IDENTIFIED BY US

AS

ADV. C. S. LAMBA
 Advocate on Record for the Applicant

BEFORE ME
Dhanage
 Before Me
Adv. S. N. Dhanage
 Notary Govt. of India
 Regd. No. 15376, MUMBAI (MS)
 404-405, 4th Floor, Datar House,
 197/189, Near Central Camera Bldg.,
 D. N. Road, Fort, Mumbai - 400001
 Mob.: 8591897834

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ADV. SANTOSH MORE
 Advocate for the Respondent.



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 Page No. 110 Sr. No. 713
 Date 08 APR 2025



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

4. In view of the statements made by the learned advocates for both sides, and considering that both parties reside in Navi Mumbai and have agreed to bury their differences, the learned advocate for respondent no.2-complainant has submitted that he has no objection to the grant of the present anticipatory bail application. Both parties have also agreed to proceed with the quashing of the complaint. In my view, taking into consideration that the applicant is a student and has no criminal antecedents, the request for anticipatory bail is allowed."

ORDER

(a) The anticipatory bail application is allowed

(b) In the event of arrest of the Applicant C.R. No. 0043 of 2025, dated 21 January 2025, registered with N.R.I. Sagari Police Station, District Navi Mumbai, under Sections 352 and 118 (2) 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 on 16 April 2025 and 17 April 2025 between 11.00 a.m to 1.00 p.m., and thereafter, as and when called upon to do so.

(d) The Applicant would donate an amount of Rs.25,000/- to the High Court Employees Medical Welfare Fund at Mumbai, the details of which are as under :-

Account Name	:	The High Court Employees Medical Welfare Fund at Mumbai
A/c. NO.	:	000120110001337
Bank	:	Bank of India
Branch	:	Main Branch, Fort, Mumbai
IFSC Code	:	BKID0000001

The said amount would be deposited within a period of three weeks from today.

(e) 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.

(f) 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.

(g) The Applicant and his surety shall provide their 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 applicant in the present application and that the trial Court shall proceed further, without being influenced by the observations made in this order.

6. In view of the above, the present Anticipatory Bail Application is disposed of.

(RAJESH S. PATIL, J.)