



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.978/2025

VINOD SHRIKANT SAKPAL

...APPLICANT

VS

STATE OF MAHARASHTRA AND ANR.

...RESPONDENTS

...

Adv. Pradyumna Waghmare a/w Mahesh B. Gupta for the Applicant.

Adv. Ajay S. Patil, APP for Respondent No. 1.

Adv. Prithviraj Gole for Respondent No. 2.

API. Pandit Shirse, Neharu Nagar Police Station Mumbai.

...

CORAM : RAJESH S. PATIL, J.

DATED : MAY 7, 2025

P.C.:

1. Both the parties submits that the parties have put their dispute on rest and settle the issue.

2. Mr. Waghmare, learned counsel for the applicant has tendered an additional undertaking of the applicant dated 1 May 2025. The said additional undertaking is taken on record and marked as “X1” for identification. For ease of reference, the scanned copy of the said additional undertaking is reproduced herein below.



X-1
R/L/K
7/5/2025
Coram: Shri Rajesh S. Bahi 908
Date: 07/05/25
For Reg. (J)
Mr. Wayhmare

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO.978 OF 2025

DISTRICT: MUMBAI

VINOD SHRIKANT SAKPAL) ... Applicant

Versus

THE STATE OF MAHARASHTRA)

(At the instance of Nehru Nagar Police Station)

In C.R. No.129 of 2025) ... Respondent/
Ori. Complainant

Mr. MAHESH PRAHLAD CHAWLA) ... Respondent No.2

**ADDITIONAL UNDERTAKING OF THE APPLICANT IN THE
CAPTIONED MATTER:**

I, VINOD SHRIKANT SAKPAL, Age: 52 years, Indian Inhabitant of Mumbai, Resident of: Row House No.10/B, Kurla Kamgar Co-op. Housing Society Ltd., Kamgar Nagar, S.G. Barve Marg, Kurla (East), Mumbai – 400 024, the applicant abovenamed do hereby state on solemn affirmation as under:

1. I say that pending the captioned matter, the Respondent No.2 abovenamed and myself have amicably resolved the dispute amongst ourselves for which the consent terms have been executed between both the parties i.e. myself and Respondent No.2. Hereto annexed at **Exhibit A1** is the copy of the Consent terms dated 01/05/2025.
2. I further state that as per the consent terms, the above captioned matter has been settled for Rs.20,00,000/- as a full and final

(Signature)

settlement amount out of which Rs.6,00,000/- has been paid to the Respondent No.2 vide Pay Order dated 22/04/2025 bearing no.161590 drawn on HDFC BANK, Chembur Central Avenue Branch, Mumbai. I further say that Rs.10,00,000/- will be paid to the Respondent No.2 on or before 09th June, 2025 and the remaining amount of Rs.4,00,000/- will be paid to the Respondent No.2 on or before 09th July, 2025.

3. I further say that I hereby adopt the contents of the Undertaking dated 22/04/2025 filed before this Hon'ble Court on 24/04/2025 marked as (as "X" for Identification) for the sake of avoiding repetition.
4. I say that I have been arraigned as an Accused by the Respondent No.1 in Crime No. 129 of 2025 registered for the offences punishable U/s.318(3) and 318(4) of B.N.S., 2023 and the Respondent No.2 have given his consent to quash/compound the F.I.R./charge sheet filed before the concerned Court.
5. I say that the abovesaid Memorandum of Understanding has stands cancelled, which is the basis of allegations set out in FIR and the transactions mentioned in the MOU have also been treated as settled and cancelled.
6. I say that the present undertaking is given out of my own free will and wish, without there being any kind of inducement and/or force.
7. The contents of the present undertaking given by me in English has been read over and explained to me in good Marathi by my Advocate and I understood the same.





8. I say that the abovesaid Undertaking has been sworn in order to submit before this Hon'ble Court to form the Court Proceeding and to take appropriate decision in the matter.
9. I say that the contents are as per my instructions given by me and I have also gone through the same minutely and confirm the same.

Whatever stated hereinabove is true and correct to the best of my knowledge, belief and information and I believe the same to be true.

Solemnly affirmed at Mumbai)

Dated this 01st day of May, 2025)

(Vinod Shrikant Sakpal)
Applicant

BEFORE ME;

Identified by me;

(MAHESH B. GUPTA)

Advocate for the Applicant

VERIFICATION

I, VINOD SHRIKANT SAKPAL, Age: 52 years, Indian Inhabitant of Mumbai, Resident of: Row House No.10/B, Kurla Kamgar Co-op. Housing Society Ltd., Kamgar Nagar, S.G. Barve Marg, Kurla (East), Mumbai – 400 024, the applicant abovenamed do hereby state and declare on solemn affirmation that whatever stated herein above are true and correct to the best of my personal knowledge and information and I believe the same to be true.

Solemnly affirmed at Mumbai)

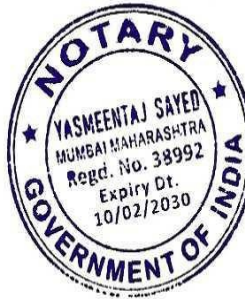
Dated this 01st day of May, 2025)

(Vinod Shrikant Sakpal)
Applicant

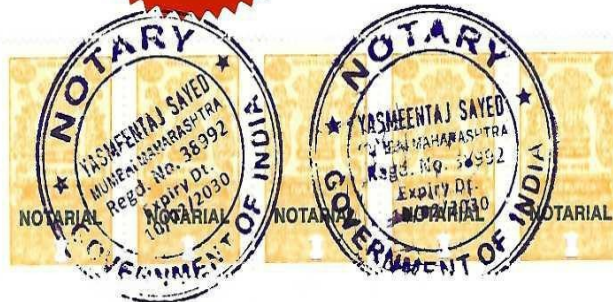
Identified by me;


(MAHESH B. GUPTA)

Advocate for the Applicant



BEFORE ME
Yasmeen 01/05/2025
Ms. YASMEENTAJ SAYED
B.Com., LL.B.
ADVOCATE & NOTARY
H/504, TIVON PARK, CHIRAGNAGAR,
GHATKOPAR (W), MUMBAI 400 086.
Regn. No. 38992



3. All the statements made in the additional undertaking are accepted as undertaking given to this Court. This Court is not a forum to decide dispute between the parties. Since, the parties have themselves agreed and have entered into a settlement, therefore, It is made clear that, in case of any default in making the payment, the order which is granted the anticipatory bail will liable to be cancelled. Hence, I pass the following order.

ORDER

- (a) **The anticipatory bail application is allowed.**
- (b) In the event of arrest in connection with Crime No. 129/2025 registered with Nehru Nagar Police Station, the applicants shall be released on bail, on 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 and meet the investigating officer on 20 May 2025 and 21 May 2025 between 11.00 a.m. to 1.00 p.m. and thereafter as and when called for.
- (d) The applicant shall not directly or indirectly make any inducement, threat or promise to any person acquainted with facts of case so as to dissuade him from disclosing the facts to Court or any Police Officer and further, the applicant shall not tamper with the evidence in any manner whatsoever.

(e) The applicant shall furnish details of his residential addresses, contact numbers and e-mail addresses to the investigating officer.

4. 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 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.

5. **The anticipatory bail application is disposed off as allowed.**

(RAJESH S. PATIL, J.)