

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

ANTICIPATORY BAIL APPLICATION NO. 2328 OF 2025

Bandu Suresh Lande

...Applicant

V/s.

The State of Maharashtra and Anr.

...Respondents

Mr. Sanjeev Mishra i/b Mr. Parwez Azam, Advocate for the Applicant.

Mr. V. N. Sagare, APP for the Respondent/State.

Ms. Sadhana K. Swami, Respondent No.2 present in person.

CORAM : N.R. BORKAR, J.
DATE : 11.12.2025.

P.C. :

1. Mentioned out of turn.
2. This is an application for Anticipatory Bail.
3. The applicant is apprehending his arrest in Crime No. 119 of 2025 registered at Bhayander Police Station, for the offences punishable under Sections 318(4), 316(2), 316(5), 61(2) and 3(5) of the Bharatiya Nyaya Sanhita, 2023 (BNS), Sections 3 & 4 of the Maharashtra Protection of Interest of Depositors (In Financial Establishments) Act, 1999 (MPID Act) and Sections 3, 4

and 13 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction Sale, Management and Transfer) Act, 1963 (MOFA Act).

4. The allegations against the applicant and other co-accused are inter-alia of cheating.

5. The learned counsel for the applicant and the learned counsel for the first informant jointly submit that the parties have amicably settled their dispute and tendered the consent terms to that effect, which are taken on record and marked as "X" for the purpose of identification. The first informant has also filed affidavit, the same is taken on record and marked as "X1" for the purpose of identification. For ease of reference, the consent terms are scanned and reproduced herein below :

—X—

Tendredin Court & taken
on Record on 11/12/2025 &
marked "X" *See*
11/12/2025

CONSENT-CUM-SETTLEMENT

This Consent-cum-Settlement Executed at bhayander (west), thane; on this
4th day of December, 2025

BETWEEN

Ms. SADHNA K. SWAMI

Aged about 65 years,

Residing at 103/A, Mohan Shankar Kutir Building,
Thakur Galli, Phatak Road,

Bhayander (West), Thane – 401 101

(hereinafter referred to as "the First Party / Complainant")

AND

Mr. BANDU SURESH LANDE

Aged about 46 years,

Residing at 303, Amrut Residency,
Amrut Vaani Road, Bhayander (West),
Thane – 401 101

(hereinafter referred to as "the Second Party / Respondent")

(The First Party and the Second Party are hereinafter collectively referred
to as "the Parties")

WHEREAS:

- I. An FIR bearing No. 0119/2025 has been registered at Bhayander Police Station against the Second Party at the instance of the First Party.
- II. The Parties have, with the intervention of well-wishers and family members, amicably resolved all their disputes and differences.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. The Parties solemnly declare that this settlement has been arrived at voluntarily, without any pressure, coercion, threat, inducement or undue influence from any quarter whatsoever.

No Objection to Anticipatory Bail

2. The First Party declares that she has no objection whatsoever to the grant of anticipatory bail to the Second Party in connection with FIR No.

[Signature]

[Signature]

0119/2025 registered at Bhayander Police Station. The First Party shall not oppose the bail application and shall fully co-operate in the same.

3. **Settlement in respect of Flat No. 702, Usha Kiran Heights, Vinayak Nagar, Bhayander (West), Thane – 401 101**

- a. The Parties shall jointly take all necessary steps for cancellation of the earlier erroneous/void registration of the said flat before the concerned Sub-Registrar of Assurances or any other competent authority.
- b. All costs, charges, stamp duty, registration fees and other expenses in connection with such cancellation and subsequent fresh registration shall be borne exclusively by the Second Party.
- c. Immediately upon cancellation of the earlier registration, the Second Party shall hand over vacant and peaceful possession of the said Flat No. 702 to the First Party.
- d. The Second Party shall, at his own cost, execute and register a proper Deed of Conveyance / Sale Deed transferring the said flat in favour of Ms. Sadhna K. Swami and Ms. Chandrakala K. Swami (as per the original Development Agreement) and shall complete all legal formalities required for the same.

Financial Consideration

4. The First Party acknowledges receipt of a sum paid by the Second Party by way of Cheque bearing No. 756029 & 756030 in the name of Ms. Chandrakala K. Swami who is the sister of Ms. Sadhna K. Swami, drawn on Indian Overseas Bank in the name of M/s. Jay Malhar Enterprises towards part settlement of Rent.
5. Outstanding rent and other arrears, if any, shall be mutually finalised and paid by the Second Party as mutually discussion.

Full and Final Settlement

6. Upon completion of the cancellation of the earlier registration, fresh registration of the flat in the names of Ms. Sadhna K. Swami and Ms. Chandrakala K. Swami, and delivery of vacant and peaceful possession of the flat to the First Party, all claims, complaints, disputes and grievances of the First Party against the Second Party shall stand fully and finally settled and the First Party shall have no further claim of any nature whatsoever against the Second Party.

Co-operation in Court Proceedings

Balakrishnan *10/10/2025*

7. Both Parties undertake to extend full co-operation before the Hon'ble Court and other authorities. The First Party shall file her affidavit/no-objection in the anticipatory bail application of the Second Party and, if required, shall appear in person to support the present settlement. The Parties shall also take all necessary steps for quashing of the aforesaid FIR, if so advised.

IN WITNESS WHEREOF the Parties have set their hands to this Consent-cum-Settlement on the day and year first above written.

SIGNED AND DELIVERED by)
the within-named First Party)
Ms. SADHNA K. SWAMI)
in the presence of)

[Signature]

SIGNED AND DELIVERED by)
the within-named Second Party)
Mr. BANDU SURESH LANDE)
in the presence of)

[Signature]

WITNESSES:

1. Ms. Chandrakala K. Swami:
Address: 103/A, Mohan Shankar Kutir Building,
Thakur Galli, Phatak Road,
Bhayander (West), Thane – 401 101

[Signature]

2. Praful J. Patil:
Address: Room No. 2005, Galli No. 11, Shivneri Nagar,
Rai Village, Uttan Road, Bhayander (West), Thane 401101.

[Signature]

6. Considering the fact that the parties have settled their dispute, I am inclined to release the applicant on anticipatory bail. In the result, the following order is passed :

ORDER

- a) The Application is allowed.
- b) In the event of arrest of the applicant in connection with Crime No. 119 of 2025 registered at Bhayander Police Station, for the offences punishable under Sections 318(4), 316(2), 316(5), 61(2) and 3(5) of the Bharatiya Nyaya Sanhita, 2023 (BNS), Sections 3 & 4 of the Maharashtra Protection of Interest of Depositors (In Financial Establishments) Act, 1999 (MPID Act) and Sections 3, 4 and 13 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction Sale, Management and Transfer) Act, 1963 (MOFA Act), the applicant be released on bail on furnishing P.R. Bond in the sum of Rs. 25,000/- with one or two sureties in the like amount.

c) The statements made in the consent terms are accepted as undertaking to this Court.

d) In case of breach of consent terms, liberty is granted to the first informant to file an application for cancellation of anticipatory bail granted by this order.

e). The application is disposed of in the aforesaid terms.

[N.R.BORKAR, J.]