

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

CRIMINAL APPLICATION NO. 158 OF 2026

Mr. Rakshant Kirtikumar Rawal ...Applicant

Versus

The State of Maharashtra And Anr. ...Respondents

Mr. Mahesh Vinod Rajpopat, learned Advocate for the Applicant.
Applicant is present in the Court.

Mr. Tanveer G. Khan, learned A.P.P. for the State/Respondent.
Mr. P. M. Purohit (Through VC), learned Advocate for Respondent No. 2.
PI Mr. Amol Kale a/w PSI Mr. Kalidas N. Dhaware (Pairavi) attached to
L.T. Marg Police Station, Mumbai is present in the Court.

**CORAM : ASHWIN D. BHOBE, J.
DATE : 20th FEBRUARY 2026.**

P.C. :

1. Heard Mr. Mahesh Rajpopat, learned Advocate for the Applicant, Mr. Tanveer Khan, learned A.P.P. for the State/Respondent and Mr. P. M. Purohit, learned Advocate for Respondent No. 2.

2. By the present Criminal Application, the Applicant has sought the following substantive reliefs in terms of prayer clauses 9(a) and (b) :-

“a. That this Hon'ble Court under its inherent jurisdiction under Section 528 of Bharatiya Nagarik Suraksha Sanhita, 2023 (BNSS) be pleased to correct and/or suitably clarify the observation contained in paragraph 8 of the order dated

24/12/2025 passed in Anticipatory Bail Application No. 2569 of 2025 by the Hon'ble 2nd Additional Principal Judge, City Civil & Sessions Court, Greater Mumbai, to the extent it records that the Applicant has received the "entire goods", by recording that the Applicant has received only some goods as specifically mentioned in the Memorandum of Understanding dated 13/12/2025 and not the entire goods;

b. That this Hon'ble Court be pleased to Clarify that the settlement recorded in the order dated 24/12/2025 passed in Anticipatory Bail Application No. 2569 of 2025 by the Hon'ble 2nd Additional Principal Judge, City Civil & Sessions Court, Greater Mumbai is limited and confined only to Respondent No.2 (Accused No.3) and does not amount to a full and final settlement of the dispute, nor does it affect the Applicant's rights, remedies, or claims against the other accused persons."

3. On 03.02.2026, this Court made the following order :-

"1. Heard Mr. Mahesh Rajpopat, learned Advocate for the Applicant. He submits that Respondent No. 2 was granted anticipatory bail by the Special Judge under TADA (P) on 24.12.2025 by relying on the No Objection as also the Memorandum of Understanding dated 13.12.2025 executed between the Applicant herein and Respondent No. 2. However, instead of referring to "part goods amounting to Rs. 1,56,200/-", referred to as "entire goods". Aggrieved by the said observations, the Applicant filed an Application bearing No. 737 of 2025 before the Special Court seeking correction of the said error. By order dated 06.01.2026, the Special Judge has rejected the said Application.

2. Mr. Mahesh Rajpopat, learned Advocate for the Applicant states that the grievance of Applicant is only in respect of the use of words "entire goods", which according to him should be substituted by the words "textile materials in the form of Rayon 58 inches worth Rs. 1,56,200/-", as mentioned in the MOU dated 13.12.2025. He submits even Respondent No. 2 has given No Objection.

3. *In view of the above, issue notice to the Respondents, returnable on 13.02.2026.*

4. *Mr. Prasanna Malshe, learned A.P.P. appears and waives service of notice on behalf of the State/Respondent.*

5. *Mr. Mahesh Rajpopat, learned Advocate for the Applicant requests for Hamdast. Hamdast is granted. He assures the Court that spare copy of the present Criminal Application would be furnished to the Registry within a period of 2 days from today so as to enable issuance of notice to Respondent No. 2.”*

4. Mr. Mahesh Rajpopat states that the notice to Respondent No. 2 has been served. He further states that Advocate Mr. P. M. Purohit appears on behalf of Respondent No. 2 via Video Conference.

5. Mr P. M. Purohit, learned Advocate for Respondent No. 2, appearing through Video Conference, states that Respondent No. 2 has been served with the notice issued by this Court. He submits that Respondent No. 2 had filed a No Objection before the Trial Court to the Application dated 26.12.2025 filed by the Applicant, which was registered as Miscellaneous Application No. 737 of 2025 in Anticipatory Bail Application No. 2569 of 2025. He submits that the said No Objection is on record at page no. 44 of the paper-book.

6. Mr. P. M. Purohit, learned Advocate on instructions from Respondent No. 2, reiterates and maintains that Respondent No. 2 has No Objection to the present Criminal Application and that the Criminal Application be granted in terms of the prayer clauses (a) and (b).

7. Mr. Tanveer Khan, learned A.P.P. for the State/Respondent, states that the recording of the words “entire goods” in paragraph no. 8 of the order dated 24.12.2025 passed in Anticipatory Bail Application No. 2569 of 2025 appears to be an error and is inconsistent with the Memorandum of Understanding dated 13.12.2025 at page nos. 23 to 29 of the paper-book. He therefore submits that he has No Objection for allowing the present Criminal Application in terms of prayer clauses (a) and (b).

8. In view of the No Objection given by Mr. Tanveer Khan, learned A.P.P. for the State/Respondent and Mr. P. M. Purohit, learned Advocate for Respondent No. 2, this Criminal Application is allowed in terms of prayer clauses (a) and (b).

9. Criminal Application No. 158 of 2026 is disposed of.

[ASHWIN D. BHOBE, J.]

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by GITALAXMI
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Date:
2026.02.25
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