

ITEM NO.2

COURT NO.5

SECTION II-A

**S U P R E M E C O U R T O F I N D I A**  
**RECORD OF PROCEEDINGS**

Petition(s) for Special Leave to Appeal (CrI.) No(s).1402/2023

(Arising out of impugned final judgment and order dated 13-01-2023 in ABA No.3427/2022 passed by the High Court of Judicature at Bombay)

RAVI RAJAN PANDAYAN

Petitioner(s)

VERSUS

THE STATE OF MAHARASHTRA &amp; ANR.

Respondent(s)

Date : 03-10-2023 This petition was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE SURYA KANT

HON'BLE MR. JUSTICE DIPANKAR DATTA

For Petitioner(s) Mr. Yogesh K Ahirrao, Adv.  
 Ms. Neeta Sanjay Savale, Adv.  
 Ms. Astha Prasad, Adv.  
 Ms. Shubhangi Pandey, Adv.  
 Mr. Ajit Pravin Wagh, AOR  
 Ms. Prachi Thakur, Adv.  
 Mr. Avinish Kr Saurabh, Adv.

For Respondent(s) Mr. Nachiketa Joshi, Adv.  
 Mr. Siddharth Dharmadhikari, Adv.  
 Mr. Aaditya Aniruddha Pande, AOR  
 Mr. Bharat Bagla, Adv.  
 Mr. Sourav Singh, Adv.  
 Mr. Aditya Krishna, Adv.

Mr. Atul Babasaheb Dakh, AOR  
 Mr. Bitu Kumar Singh, Adv.

UPON hearing the counsel the Court made the following  
 O R D E R

1. The petitioner seeks pre-arrest bail in connection with MECR No.1 of 2022, registered with RCF Police Station for offence punishable under Sections 415, 406, 420, 467 IPC.

2. The FIR was registered on a complaint made by respondent No.2/complainant alleging *inter alia* that the petitioner was inducted as a tenant in Shop Nos.1 and 2, Henry Apartment, Behind

Ashish Cinema, Chembur, Mumbai and, accordingly, Leave and License Agreement was executed in 2014. The petitioner has been allegedly paying rent as per the agreement. Thereafter, respondent No.2/complainant issued Eviction Notice and even initiated a suit later on. However, the petitioner and his brother refused to vacate the suit premises and instead threatened respondent No.2/complainant. Meanwhile, the petitioner allegedly forged a substituted Leave and License Agreement dated 01.09.2014 in collusion with public notary whereby the period of lease has been extended without the rent escalation clause and the signatures of the complainant and his brother are said to be missing. Pursuant to the complaint made by respondent No.2/complainant, the subject FIR was registered.

3. Vide order dated 10.02.2023, the petitioner was granted interim protection against arrest subject to his paying arrears of rent along with interest at the rate of 7% p.a. for the period specified in that order. Subsequently also, the petitioner was asked to clear the arrears of rent.

4. Meanwhile, during the pendency of these proceedings, the petitioner and respondent No.2/complainant have entered into a compromise and pursuant thereto, the Consent Terms have been submitted before the Small Causes Court at Bombay in L.E.C. Suit No.56 of 2021. As per the said compromise, the petitioner has vacated the suit premises and handed over peaceful vacant possession thereof to respondent No.2/complainant. Learned counsel for respondent No.2/complainant acknowledges that the vacant possession of the suit premises has been taken over by the said respondent. The petitioner has further agreed to pay a sum of Rs.6,00,000/- (Rupees six lakhs) in three instalments as per the time schedule mentioned in para 2 of the Consent Terms. Counsel for the petitioner, however, states that since the compromise has been effected well before 30.12.2023, the petitioner is liable to pay only a sum of Rs.3,00,000/- (Rupees three lakhs) to respondent No.2/complainant.

5. Be that as it may, we are not concerned about the

intricacies of the Settlement Agreement entered into between the parties. The parties will be at liberty to raise their respective claims before the Small Causes Court at Bombay in terms of the Settlement Agreement. After the agreed terms and conditions are given effect, the Suit will stand withdrawn. Similarly, the parties will be at liberty to seek quashing of the criminal proceedings on compliance of the Settlement Agreement.

6. In view of the above-mentioned subsequent events, the interim order dated 10.02.2023 is made absolute.

7. The Special Leave Petition stands disposed of accordingly.

(SATISH KUMAR YADAV)  
DEPUTY REGISTRAR

(PREETHI T.C.)  
COURT MASTER (NSH)