

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO.3170 OF 2025

Minakshi Nilesh Singh & Anr.	...Applicants
<i>Versus</i>	
The State of Maharashtra & Anr.	...Respondents

Mr. Niket Harit a/w. Mr. M. Kashif Wahedna i/b. Manoj Harit & Co., for the Applicants.
Mr. Mayur Sonavane, APP, for the Respondent-State.
Mr. Anas K. Shaikh a/w. Ms. Hemal Shah, for Respondent No.2.
Mr. Bagade, PSI, attached to Wanwadi Police Station, Pune, present.

CORAM: MADHAV J. JAMDAR, J.
DATED : 31st AUGUST 2026

PC:-

1. By this application filed under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023, the Applicants are seeking pre-arrest bail in connection with C.R. No.292 of 2025 registered with Wanwadi Police Station, Pune City, Pune, for the offences punishable under Sections 406, 420 read with Section 34 of the Bharatiya Nyay Sanhita, 2023 as also Sections 3 and 4 of the Maharashtra Protection of Interest of Depositors (in Financial Establishments) Act, 1999.

2. The prosecution case is set out in paragraph Nos.2 to 5 of the order dated 12th August 2025 passed by the learned Additional Sessions Judge, Pune, in Criminal Bail Application No.5034 of 2025, which reads as under:

“2] It is the case of complainant that in 2016 he invested Rs.1.40 crores and during the period from 03.02.2017 to 14.12.2017 he received Rs.25.50 lakhs from the applicant, thereafter also in the year 2017 applicant No.2 requested complainant to pay Rs.60.00 lakhs on the assurance of applicant No.2 that he would return Rs.70.00 lakhs in lieu thereof, complainant paid Rs.54.00 lakhs and in lieu thereof, applicant No.2 paid Rs.18.50 lakhs, but the complainant started demanding Rs.2.5 crores, therefore, applicant No.2 issued 2 cheques of Rs.1.25 crores each. Therefore, complainant and his wife visited applicant's office and during a compromise meeting, it was decided that applicant No.2 will give 6 flats to the complainant so also issued two cheques worth Rs.27.00 lakhs each towards repayment of alleged payment of Rs.54.00 lakhs in January 2018. Further on 12.02.2020 one more compromise meeting was held, wherein it was decided that applicant No.2 would give 7 flats instead of 6 already committed earlier.

3] It is contended that applicants are directors of the company M/s. Shivtara Properties Pvt. Ltd. engaged in business of construction and development of properties, applicant No.1 is a house maker and a non Executive Director and applicant No.2 looks after day to day working of the firm. Applicant No.1 is arrayed as accused intentionally to meet unlawful demands and pressurize applicant No.2. Informant got knowledge

about applicant No.2 due to some events and there were several monetary transactions between parties like friends and cash transactions were always friendly hand-loans, which continued till extravagant and unjust demands, which were not met by the applicant No.2. It is further contended that multiple rounds of preliminary investigation were done by police by calling applicant and applicant has co-operated investigation.

4] It is further submitted that complainant has paid Rs.1.40 crores only in the month of August 2016 but the contention that he paid Rs.1.00cr cash is completely false, in discharge of loan certain cheques were issued as security, on 09.10.2023 the accounts between parties were settled to their satisfaction and receipt dated 29.08.2016 and 30.08.2016 shows receipt of Rs.40.00 lakhs. Further applicant No.2 director has repaid Rs.52.99 lakhs from 29.12.2023 to 29.08.2024. There were documents such as MOU, power of attornies, which were merely comfort documents and informant did not act upon the same. Therefore, there was the only remedy for the informant to file appropriate civil suit or invoke Arbitration.

5] It is further submitted that the allegations in FIR are false, frivolous, concocted made with motive of coercing, the transactions are of purely commercial nature, which falls under the category of civil dispute, ingredients to attract Section 3 and 4 of MPID are not made out against the applicants. It is further submitted that as the complainant was satisfied with the pattern of repayment, he continued further transactions, which shows that there was no intention of the applicants to cheat, so also the money was paid by the complainant to earn profit, there was no element of entrustment. Further as the applicant No.1 is housewife, nothing to do with the transactions and applicant No.2 has co-

operated investigation fully, offence is of documentary nature, nothing remained to recover and discover, therefore, their custody is not required. Further applicants are entrepreneur, firmly grounded in society, therefore, there is no reason of their absconding, applicant No.2 is the only bread earner of his family and the applicant No.1 is the only caretaker of her family. It is further submitted that applicants are ready to co-operate further; they are ready to obey the terms and conditions imposed by the court. Hence, prayed to allow the application.”

3. Both the learned Counsel state that the Applicants and the First Informant have arrived at an amicable settlement, by which the Applicants have agreed to handover the possession of Flat Nos.101 and 103 in ‘C’ Wing, Flat No.402 in ‘A’ Wing and Flat No.402 in ‘B’ Wing of the Tara Shristi Project, situated at Keshav Nagar, Mundhwa, Pune, to the First Informant. Both the learned Counsel state that in fact, Flat Nos.101 and 103 in ‘C’ Wing have already been handed over to the First Informant and Flat No.402 in ‘A’ Wing and Flat No.402 in ‘B’ Wing will be handed over as per the Consent Terms arrived at between them. Both the learned Counsel further state that Writ Petition No.884 of 2025 is filed seeking the quashing of the subject FIR and after the flats are handed over in terms of the Consent Terms, steps will be taken in

the said Writ Petition No.884 of 2025 seeking quashing of the FIR by consent.

4. Both the learned Counsel tendered a photocopy of the said Consent Terms. The said Consent Terms are taken on record and marked 'X' for identification.

5. Perusal of the record shows that the dispute is predominantly of civil nature. In any case, perusal of the material on record shows that the custodial interrogation of the Applicants is not necessary.

6. Accordingly, the case is made out for grant of Anticipatory Bail. In view thereof, the following order is passed:

ORDER

(a) In the event of arrest of the Applicant No.1-Minakshi Nilesh Singh and Applicant No.2-Nilesh Shivji Singh in connection with C.R. No.292 of 2025 registered with the Wanwadi Police Station, Pune, the Applicants are directed to be released on bail on their furnishing P.R. Bond in the sum of Rs.10,000/- each with one or two

solvent sureties each in the like amount.

- (b) The Applicants shall attend the concerned Police Station as and when called by the Investigating Officer.
- (c) The Applicants shall furnish their cell phone number and residential address to the Investigating Officer and shall keep the same updated, in case of any change thereto.
- (d) The Applicants shall not directly or indirectly make any inducement, threat, or promise to any person acquainted with the facts of the case so as to dissuade such a person from disclosing the facts to the Court or to any Police personnel.
- (e) The Applicants shall not tamper with the prosecution evidence and shall not contact or influence the Complainant or any witness in any manner.

7. The Anticipatory Bail Application is disposed of accordingly.

[MADHAV J. JAMDAR, J.]

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