IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO. 1459 OF 2015

Ambadas Sayabu Orase ...Applicant
Versus
The State of Maharashtra ...Respondent

Mr. Satyavrat Joshi for the Applicant

Ms. Rutuja Ambekar, A.P.P for the Respondent-State

API Mr. M. H. Vidhate from Akluj Police Station is present

CORAM : REVATI MOHITE DERE, J.
WEDNESDAY, 30th SEPTEMBER, 2015

P.C. :

1. Heard learned Counsel for the applicant and the learned A.P.P for the State.

2. By this application, the applicant seeks pre-arrest bail in connection with C.R. No. 128 of 2015 registered with the Akluj Police Station, Solapur for the alleged offences punishable under Section 420 r/w 506 of the Indian Penal Code.

3. The complainant is one Asimuddin Qazi. The complainant was running a restaurant by the name Mangal Darbar. He has stated that as he was interested in starting another restaurant in Mumbra, Thane, he was in need of money and hence, he approached his friend Sohail Qadri @ Babu, a resident of Aurangabad asking him if a sum of Rs. 2 Crores could be advanced by loan for the same. He has stated that his friend Sohail Qadri spoke to his friend Chand Usman Qadri, a resident of Malshiraj about the same and after a couple of days, Chand Qadri called and disclosed to him, that the said amount could be arranged. It is stated that Chand Qadri disclosed to him that his friend Dr. Dilip Londhe, a resident of Akluj knows one Ambdas Orase i.e. the present applicant, a resident of Akluj and that the said person would arrange to give a sum of Rs. 2 Crores as loan to the complainant.

4. Pursuant to the same, the complainant along with his friend Sohail Qadri and Firoz Shaikh went to Akluj on 11th August, 2013 along with the requisite documents. On reaching Akluj, they went to the clinic of

Dr. Londhe, who introduced them to the present applicant. According to the complainant, the present applicant went through the property documents of the complainant and showed his willingness to advance a sum of Rs. 2 crores to the complainant. Pursuant to the same, at the request of the applicant, the complainant handed over ten blank stamp papers of Rs. 500, five blank cheques, five photographs of himself, five photographs of the hotel, etc. to the applicant. The applicant is alleged to have also taken a sum of Rs. 20,000/- from the complainant as membership fee in cash. No receipt is stated to have been given by the applicant. According to the complainant, the applicant disclosed to him that he would go to Aurangabad and try to obtain the loan of Rs. 2 crores and that for the said loan, the complainant would have to pay interest at the rate of 1% and accordingly asked the complainant to give interest of 5 months i.e. a sum of Rs. 10 lakhs. The applicant is stated to have asked the complainant to pay the said amount directly into his account.

5. On 14th August, 2015, the amount of Rs. 10 lakhs was transferred and the present applicant had acknowledged the receipt of the

said amount. According to the complainant, the applicant had stated that the said amount of Rs. 2 crores would be deposited into the account of the complainant. As the amount of Rs. 2 crores was not deposited by the applicant as promised, the complainant contacted Dr. Londhe and Chand Qadri and disclosed to them about the same.

6. On 19th August, 2015, Sohail Qadri disclosed to the complainant that the present applicant had applied for the loan and the same was sanctioned and in order to send the said amount into his account, he will have to pay a tax of Rs. 1,85,000/- Pursuant to which, the complainant transferred an amount of Rs. 1,85,000/- in the account of the present applicant by RTGS towards tax, that was demanded for securing the loan. Thereafter, the applicant did not transfer the said amount of Rs 2 crores as promised by RTGS and instead asked the complainant to come to Akluj, where he would give him the said amount of Rs. 2 crores in cash. Pursuant thereto, the complainant and Sohail Qadri went to Akluj, however, the present applicant was not present in Akluj. Thereafter, on 24th August, 2015, present applicant is stated to have called Dr. Londhe and disclosed to him that the complainant should come to Akluj and take the money

pursuant to which, Dr. Londhe, Chand Qadri and complainant went to the said place. It is alleged that the applicant came on 24th August, 2015 at about 11 O'clock to New Anand Lodge and disclosed to them that he had brought an amount of Rs. 2 crores in the car and asked the complainant to sign on a 100 rupee stamp paper wherein, it was stated that the complainant has received a sum of Rs. 2 crores from the applicant. It is alleged by the complainant that believing the said representation made by the applicant, he signed the said document on the assurance that the said amount of Rs. 2 crores would be given to him by the applicant. The said document is also signed by Dr. Londhe and Sohail Qadri as witnesses. It is alleged that after taking the said document, the applicant disclosed to the complainant that since the amount of Rs. 2 crores is a huge amount, he would make arrangement to send the said amount to the complainant's residence at Aurangabad. However, the said amount was not sent by the applicant. According to the complainant, he waited for 2-3 days for the said amount, however, the applicant failed to deliver the amount of Rs. 2 crores. According to the complainant, the applicant instead called Sohail Qadri and Dr. Londhe on 27th August, 2015 and disclosed to them that he had paid the complainant a sum of Rs. 2 crores and that he has to recover the said amount from the complainant and that the complainant should return the said amount of Rs. 2 crores to him. It is also alleged that the applicant threatened the complainant stating that he had blank cheques and stamp paper in which the complainant had accepted that he had received a sum of Rs. 2 crores.

7. Learned Counsel for the applicant submitted that infact, it was the complainant who had taken the sum of Rs. 2 crores from the applicant, as is evident from the document, and as such the complaint lodged by the complainant is a false complaint. He submitted that the stamp paper was purchased by the complainant in his name and that the said document is signed by the complainant and by the witnesses. On being questioned about the business of the applicant, he submitted that the applicant is a contractor.

8. The learned A.P.P opposed the bail application and relied on certain documents to show that the said amount of Rs. 10 lakhs and Rs. 1,85,000/- were paid by the complainant to the applicant. Learned A.P.P relied on the statements of witnesses to show that no such amount of Rs. 2

crores was given when the stamp paper was signed by the complainant. The statement of witnesses corroborate the statement of the complainant. She submitted that the applicant is not an income-tax payee and that there are similar kind of cases registered against him.

9. Perused the papers. It appears *prima facie* that the complainant has been cheated by the applicant and that the sum of Rs. 2 crores was never paid to the complainant. Both the witnesses who are signatories to the stamp paper corroborate the statement of the complainant. *Prima facie,* on the representation made by the applicant, the complainant has deposited a sum of Rs. 10 lakhs towards interest for an amount which was to be given and paid by the applicant by RTGS. It appears that although the applicant had promised to deposit the said amount of Rs. 2 crores by RTGS, for reasons best known to him, subsequently, the applicant has decided to pay the complainant by cash.

10. Considering the profession of the applicant, it also needs to be investigated how this amount of Rs. 2 crores which is allegedly paid by the applicant to the complainant has come from.

11. Considering the nature of allegations, custodial interrogation of the applicant is necessary. Application is accordingly rejected.

12. It is made clear that the observations are *prima facie* for considering this application and if an application for regular bail is filed, the same shall be considered on its own merits uninfluenced by the observations made herein.

REVATI MOHITE DERE, J.

CERTIFICATE

Certified to be true and correct copy of the original signed Order.