

Vidya Amin

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION

**ANTICIPATORY BAIL APPLICATION NO. 667 OF 2015**

|                           |                |
|---------------------------|----------------|
| Shahbaz Abdul Aziz Shaikh | ... Applicant  |
| Vs.                       |                |
| The State of Maharashtra  | ... Respondent |

Mr. Prakash Naik i/b. Mr. Pawan Mali, Advocate for the applicant.  
Mr. Arfan Sait, APP for the respondent/State.  
I.O. Mr. Ramdas Z. Mundhe, P.S.I., Shivaji Nagar Police Station, Pune City present.

CORAM: **MRS.MRIDULA BHATKAR, J.**  
DATE : **JUNE 24, 2015**

**P.C.:**

This Application is moved for pre-arrest bail under section 438 of the Criminal Procedure Code, as the applicant/accused is facing charges under sections 420, 465, 467, 468, 471, 120B of the Indian Penal Code in C.R. No. 55 of 2015 registered with Shivaji Nagar Police Station, Pune. One Kevin Pinto has given the complaint on 13<sup>th</sup> January, 2015.

2. It is the case of the prosecution that the complainant is the owner of the land at village Lohgaon, Tal. Haveli, Pune and he has executed Agreement of Sale of the said land to Harish Milani on 14<sup>th</sup> June, 1980 and in the year 2008, Deed of Conveyance was executed in respect of the land. However, on 30<sup>th</sup> January, 2015, the complainant received summons from the Court in respect of filing of Civil Suit No. 1727 of 2014 against

him by one Sayyad Hussaini, who is the principal accused in the present complaint and it is alleged that on 15<sup>th</sup> October, 2014, the complainant had entered into one MOU with Sayyad Hussaini, principal accused for sale of the same land for Rs.70,11,00,000/-. Towards the said transaction, a cheque bearing no. 021017 of HDFC Bank for Rs.11,00,000/- was given. However, the transaction was not completed and, therefore, he filed a suit against the complainant.

3. It is the case of the complainant that he had never seen Sayyed Hussaini. The entire MOU is bogus because he has not agreed to sell any land or entered any type of MOU with Sayyed Hussaini. The applicant/accused Shahbaz Shaikh has signed as a witness to the transaction and thereafter the case was registered against all these accused.

4. The learned counsel for the applicant/accused Shahbaz Shaikh has submitted that Shahbaz Shaikh has only signed as witness for the purpose of identification of Sayyed Hussaini. He is not concerned with the complainant. He is innocent.

5. Learned APP opposed the application. He produced the alleged MOU dated 15<sup>th</sup> April, 2014.

6. Perused the FIR and the said MOU. The signature of the applicant/accused is appearing as a witness, as the document was executed in his presence at Pune. Considering the role played by the applicant/accused in the transaction, his custodial interrogation is required. Hence, the Application for Anticipatory bail is rejected.

**(MRS.MRIDULA BHATKAR, J.)**