

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO. 680 OF 2015

Amit Keshav Chandanani	...	Applicant
vs.		
The State of Maharashtra	...	Respondent

Mr. P.R.Arjunwadkar, Advocate, for the applicant.
Ms. Rutuja Ambekar, APP, for the State

CORAM: SMT.SADHANA S.JADHAV,J.
DATE : 17th June, 2015.

P.C.

Heard. This is an application under Section 438 of Cr.P.C. The applicant is apprehending his arrest in Crime No.14 of 2015 registered with Tokawade Police Station on 24.3.2015 for the offence punishable under Sections 286 and 379 of Indian Penal Code, under Sections 3 and 4 of Explosive Substance Act, under Section 84 of Land Revenue Code and Sections 51 read with Section 177 and 130(3), 177 of the Motor Vehicles Act.

2. It is the case of the prosecution that on 24.3.2015, the complainant Sarika Rajesh Mane, Talathi of Village Vaishakare lodged a complaint with Tokawade Police Station alleging that on 24.3.2015, she

was present in the Tahsildar Office, Murbad. Other officers were also present with her. They had been to visit a school in the local area. They received a message that there is blasting in a quarry owned by Malu Chango Khakar. In Survey No.143/5 i.e. the land owned by Malu Chango Khakar, some people were excavating the land by blasting. Two tractors and other vehicles were seen at the spot. The people who were on the spot were arrested. They had found material used for blasting i.e. Gelatin, tractors, etc. The stone was loaded in the truck. The total value of the property was Rs.22,96,992/-. The officers had asked for the licence for blasting. They found the material loaded in 3 tractors. The persons had disclosed their names. A Poklen of Tata Company was found and the driver of the tractor had fled away. On the basis of the said report, the offence was registered.

3. Perused the papers of investigation. It is revealed that there was a lease agreement executed between Keshav Krupaldas Chandnani i.e. father of the present applicant and Lakhu Parsu Khakar. The lease is for 99 years. Survey No.143/5 is mentioned in the said agreement. The lease agreement clearly indicates that the land was given on lease to the father of the present applicant for the purpose of developing, building houses, and

for any other purpose. The lease agreement was for a consideration of Rs.10 lakhs and for 99 years. The executant of the said document had waived all his right on the said land. The agreement was executed on 2.2.2011. The Investigating officer has recorded the statements of several witnesses which clearly indicate that blasting was done upon instructions of the present applicant since he is running the quarry . The present applicant has filed a report issued by the Joint Chief Controller of Explosives, (West Circle, Mumbai) which shows that the name of Ghanshyam Baludas Vaishnav was stated in the writing dated 2.11.2011 and he was authorized to do blasting operations.

4. The learned counsel for the applicant has drawn attention of this Court to an agreement executed on 1.11.2011 wherein the permission was granted to Vaishnav for blasting purpose on the said land. According to the learned counsel, the father of the applicant had taken the whole piece of land on lease, but not 143/5. It is pertinent to note that in the agreement dated 5.1.2011, the land bearing Survey No.143/5 has been mentioned. The papers of investigation further reveal that the applicant was running the said quarry without licence. There is sufficient material collected by the Investigating officer which clearly indicates that the Poklen machine was

lying on the scene of offence. According to the learned counsel for the applicant, the said machine was not in a working condition.

5. It is apparent on the face of record that the applicant was indulging into mining activities without holding a licence for the same. The contentions raised by the applicant need not be gone into at this stage.

6. Taking into consideration the papers of investigation and submissions advanced across the Bar, this Court is the opinion that the applicant does not deserve grant of pre-arrest bail. Hence, the application being sans merits, stands rejected.

(SMT.SADHANA S.JADHAV, J.)