

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
CRIMINAL ANTICIPATORY BAIL APPLICATION NO.1137 OF 2015**

1. Sandip Kisanrao Ghuge
2. Gaurav Hemant Jadhav
v/s.

..Applicants

The State of Maharashtra.

..Respondent

Mr. Aniket U. Nikam for the applicants.
Ms. Veera Shinde, APP for the Respondent/State.

**CORAM : SMT. ANUJA PRABHUDESSAI, J.
DATED : DECEMBER 17, 2015.**

P.C.

. This is an application for anticipatory bail filed by the aforesaid applicants apprehending their arrest in C.R.No.11/2015 registered with Adgaon Police Station, District Nashik, for the offences punishable under Section 418, 420, 467, 468, 471, 474 r/w.120-B of the Indian Penal Code.

2. The aforesaid crime was registered pursuant to the FIR lodged by one Smt. Anjanabai Darke alleging that the applicants amongst other co-accused had hatched a conspiracy, in pursuance of which they had purchased two residential units belonging to her and to her daughter on the basis of false and fabricated power of attorney and agreement. The applicants herein had filed an application for bail before the Additional Sessions Judge, Nasik. The same was rejected vide order 28/7/2015. Therefore the applicants have filed the present application under section 439 of Cr.P.C.

3. Mr. Aniket Nikam, learned counsel for the applicant submits that applicants are themselves victims of crime since they had purchased the said units from the same developer without knowing that the said units were already sold to the complainant. The learned counsel for the applicants has further stated that the alleged crime had come to the notice of the complainant in the year 2013 and that the complaint is filed only in the year 2015. The delay in lodging complaint itself does not justify custodial interrogation.

4. Ms. Veera Shinde, learned APP has submitted that the records prima facie reveal that the said residential units were sold to the complainant in the year 1996 and that the same units have been purchased by the applicants in the year 2014. She has further submitted that the applicants had entered into agreement of sale despite knowing that the power of attorney executed by the developer in favour of Deepak Patil had been already revoked.

5. I have perused the records. The records prima facie indicates that Ashish Shelter & Developers Private Limited, the developers had developed the property in Nasik city. The complainant and her daughter had purchased two residential units from the said developers in the year 1996. The agreement for sale in favour of the complainant and her daughter was executed by one Deepak Patil as an Attorney of the said developer. The records further reveal that the applicants herein had also purchased two units from the same developer by executing 2 registered deeds in the year 2014. The question whether applicants were aware about revocation of the power of attorney or whether they were the bonafide purchasers is a matter which will have to be decided on merits.

6. Considering the nature of allegations and also the delay in lodging the complaint, in my considered view the applicants are entitled for bail. Hence, the anticipatory bail application is granted on the following terms:

- i) In the event of the arrest of the applicants in Crime No.11/2015 registered with Adgaon Police Station, Nashik the applicants be released on furnishing bail bond of Rs.25,000/- (Rupees Twenty-five Thousand Only) each with one surety in the like amount, to the satisfaction of the learned Additional Sessions Judge, Nashik.
- ii) The applicants shall report to the Investigating Officer, initially for a period of 7 days from 10 a.m. to 1 p.m., and thereafter as and when required by the Investigating Officer for the purpose of interrogation.
- iii) The applicants shall not leave Nasik District till filing of the charge-sheet without permission of the Additional Sessions Judge, Nashik.

(ANUJA PRABHUDESSAI, J.)