

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.1286 OF 2015

Narayan Parshuram Disale & Anr.	...	Applicants
Vs.		
The State of Maharashtra	...	Respondent

Mr. Rajendra Shirodkar, Adv. i/b. Mr. Mohan D Tayade, Adv. for applicant.

Mr. J H Ramugade, APP for the State.

Mr. Ganesh Gole, Adv. for respondent No.2.

CORAM : SMT ANUJA PRABHUDESSAI, J.
DATE : 7th December, 2015.

P.C. :

1. This is an application for anticipatory bail filed by the aforesaid applicants apprehending their arrest in Crime No.I-95 of 2015 registered at New Panvel Police Station for the offences punishable under Section 420 read with 34 of the IPC.

2. Mr. Shirodkar, the learned counsel for the applicants has submitted that the applicants had already executed the sale deed in favour of the complainant in respect of the property under survey No.48/23 of village Khanav. He has submitted that the amount which was transferred in the name of the applicants was in respect of the said sale transaction and not in respect of the MOU dated 20th May,

2014. He has further stated that there is absolutely no material on record to connect the applicant No.1 in the said crime.

3. Mr. J H Ramugade, learned APP for State and Mr. Gole, the learned counsel for intervener have submitted that the applicants herein had proposed to sell the said land to the complaint. They had received Rs.3 lacs as advance and subsequently a total amount of Rs.1,20,00,000/- was transferred in the account of the applicants by RTGS. He has submitted that the complaint subsequently learnt that the property which was agreed to be sold to him was already sold to one Jagdish Thakkar. The learned APP for State and Mr. Gole, learned counsel for intervener have submitted that the material on record prima facie shows the involvement of the applicant in cheating the complainant to huge amount.

4. I have perused the records and considered the arguments advanced by the learned counsel for the applicant, learned APP for State and the learned counsel for the intervener. The records prima facie reveal that the applicant was the owner of the property under survey No.48/1A of village Khanav. The property under survey No.48/1A was originally owned by Gangabai, who expired in 2006. It

is stated that upon the death of Gangabai, the other legal representatives transferred their share in the property of the said in favour of the applicant No.2 and by virtue of the said transfer the applicant No.2 became the exclusive owner of the said property. It is not in dispute that vide sale deed dated 28th February, 2014, the applicant No.2 had sold the said property survey No.48/1A to Jagdish Thakkar for total price of Rs.15 lacs.

5. The material on record prima facie reveals that the applicant No.2 had executed a sale deed dated 20th May, 2014 in favour of the complainant, whereby he sold 0-20-0 R area in Gut No.48/23 to the complainant for Rs.75,00,000/-.

6. The FIR prima facie reveals that the applicant No.1 had agreed to sell the complainant land where Survey No / Gut No.45/1 for Rs.75 lacs. Acting upon the said agreement the representation made by the applicant No.2, the complainant paid Rs.3,00,000/- to the applicant No.2 vide cheque dated 10th December, 2013, drawn on Bank of Maharashtra on 5th April, 2014 the applicants gave copies of Form No.7/12 to the complainant wherein the name of the applicant No.1 was recorded in the occupants column. The applicant and the

complainant also entered into a MOU on 28th May, 2014 regarding the sale of the said property. In addition to Rs.3,00,000/- the complainant has paid an amount of Rs.1,00,00,000/- partly by RTGS and partly in cash. The applicant No.1 has signed the vouchers for having received the cash. The records thus prima facie reveal that the applicants had deceived the complainant to part the money on the pretext that they would sell to him the property under Survey No.45/1, even though the property was already sold to Jagdish Thakkar. Thus there is prima facie material on record to show the involvement of the applicant in committing the crime. Considering the nature of the allegations levelled against the applicants, in my considered view, the applicants are not entitled for anticipatory bail.

7. In these circumstances, the application is dismissed.

(ANUJA PRABHUDESSAI, J.)