

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY,
AURANGABAD BENCH, AT AURANGABAD.**

Criminal Application No. 1911 of 2016

District : Aurangabad

Laxman Baburao Dake,
Age : 63 years,
Occupation : Nil,
R/o. Flat No.133,
Gurukrupa Chamber,
Samarth Nagar,
Aurangabad,
Taluka & Dist. : Aurangabad. .. Applicant.

versus

1. The State of Maharashtra,
Through Police Inspector,
Kranti Chowk Police Station,
Aurangabad,
Taluka & Dist. : Aurangabad.

2. Sanjay Neminath Jabade,
Age : 50 years,
Occupation : Service,
R/o. Amrut Residency,
Vedant Nagar,
Railway Station Road,
Aurangabad. .. Respondents.

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Mr. P.B. Shirsath, Advocate, for the applicant.

*Mr. S.D. Ghayal, Addl. Public Prosecutor, for
respondent no.1.*

*Mr. D.S. Manorkar, Advocate, for respondent
no.2.*

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CORAM : A.M. BADAR, J.

DATE : 24TH AUGUST 2016

ORAL ORDER:

The applicant / accused in Crime No. M.Case I-596/2014, for offences punishable under Sections 420 and 406 of the Indian Penal Code, registered with Police Station, Kranti Chowk, Aurangabad, by this application, is praying for pre-arrest bail.

2. Heard the learned Counsel for the applicant / accused. He argued that no prejudice is caused to the complainant and the lease deed in favour of Kasliwal for five shops is a hollow document.

3. I have also heard the learned Addl. Public Prosecutor and the learned Counsel for the informant.

4. The learned Counsel for the informant argued that element of cheating since inception was very much present as the applicant had previously executed lease deed of the property in favour of one Kasliwal. Therefore, he had no right to execute lease deed in favour of the complainant by accepting an amount of Rs. 3,50,000/-.

5. Perused the complaint as well as the FIR.

Averments are to the effect that the present applicant had allotted lease hold right of shop No.26 in favour of complainant Sanjay s/o. Neminath Jabde by accepting premium of Rs. 3,50,000/-. The complainant further averred that the said shop was earlier leased out by the present applicant to one Sunil Manikchand Kasliwal in the year 1999. Therefore, the complainant averred that he had been cheated by the present applicant.

6. The complaint itself reflects that the complainant is in possession of the shop block. Sunil Kasliwal is not stated to have exercised any right in pursuant to the alleged lease deed in his favour. Averments are based on documentary evidence. Considering the nature of evidence as well as nature of crime alleged against the present applicant, his custodial interrogation is not warranted.

7. Hence, I pass the following order :-

(a) The Application is allowed.

(b) The applicant / accused in the above crime, in the event of his arrest, be released on bail on his executing P.R. Bond in the sum of Rs. 15,000/- and on furnishing one or more solvent sureties of the like amount.

(c) As a condition of this order, the applicant / accused shall attend concerned Police Station on 4th September 2016, in between 11.00 a.m. and 01.00 p.m. and thereafter as and when reasonably called by the Investigating Officer for the purpose of investigation.

(d) The applicant shall not, directly or indirectly, make any inducement, threat or promise to any persons acquainted with the facts of the case so as to dissuade them from disclosing such facts either to the Court or to any police officer.

(e) The applicant shall not tamper with the prosecution evidence in any manner.

(f) The applicant shall not repeat commission of similar type of offences in future.

8. The Application stands disposed of in the aforesaid terms.

(A.M. BADAR)
JUDGE

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