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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CRIMINAL APPLICATION NO.35 OF 2016
(For Anticipatory Bail)

Sachin Jagannath Zendhe .Applicant

Vs.

The State of Maharashtra & anr. .Respondents

WITH
CRIMINAL APPLICATION NO.93 OF 2016
(For Intervention)
IN
CRIMINAL APPLICATION NO.35 OF 2016
(For Anticipatory Bail)

Kiran Dilip Manjrekar & ors. .Intervenors

IN THE MATTER OF

Sachin Jagannath Zendhe .Applicant

Vs.

The State of Maharashtra & anr. .Respondents

WITH
CRIMINAL APPLICATION NO.164 OF 2016
(For Anticipatory Bail)

Sachin Jagannath Zendhe .Applicant

Vs.

The State of Maharashtra .Respondent

WITH

CRIMINAL APPLICATION NO.134 OF 2016

(For Intervention)

IN

CRIMINAL APPLICATION NO.164 OF 2016

(For Anticipatory Bail)

Manoj Baburao Ingulkar & ors. .Intervenors

IN THE MATTER OF

Sachin Jagannath Zendhe .Applicant

Vs.

The State of Maharashtra .Respondent

WITH

CRIMINAL APPLICATION NO.1840 OF 2015

(For Anticipatory Bail)

Sachin Jagannath Zendhe .Applicant

Vs.

The State of Maharashtra .Respondent

WITH

CRIMINAL APPLICATION NO.1033 OF 2015

(For Intervention)

IN

CRIMINAL APPLICATION NO.1840 OF 2015

(For Anticipatory Bail)

Jagannath D. Rajguru & ors. .Intervenors

IN THE MATTER OF

Sachin Jagannath Zendhe .Applicant

Vs.

The State of Maharashtra .Respondent

WITH

CRIMINAL APPLICATION NO.39 OF 2016
(For Intervention)
IN
CRIMINAL APPLICATION NO.1840 OF 2015
(For Anticipatory Bail)

Sandeep Amarnath Pal .Intervenor

IN THE MATTER OF

Sachin Jagannath Zendhe .Applicant

Vs.

The State of Maharashtra .Respondent

Mr.Niranjan Mundargi i/b. Ms Sapna Rachure, Advocate, for the Applicant in ABA Nos.35 of 2016 & 1840 of 2015
Mr.H.E.Palwe, Advocate, for the Applicant in ABA No.164 of 2016
Mr.R.M.Haridas, Advocate, for the Intervenors in Cri.Appln.No.134 of 2016
Mr.Ashok M. Misal, Advocate, for the Intervenors in Cri.Appln.No.93 of 2016
Ms Vaishali Dunbale, Advocate, for the Intervenors in Cri.Appln.Nos.39 of 2016 & 1033 of 2015
Mr.Tarique Khan, Advocate, for the Intervenor in ABA No.164 of 2016
Mrs.G.P.Mulyekar, APP, for the Respondent – State in ABA Nos.35 & 164 of 2016
Mr.D.P.Adsule, APP, for the Respondent – State in ABA No.1840 of 2015

Mr.Y.M.Nakhwa, APP, for the Respondent – State in Cri.Appln.No.134 of 2016

CORAM : SMT.ANUJA PRABHUDESAI, J.

DATE : 16.02.2016

P.C.

. These are the applications for pre-arrest bail filed by the aforesaid Applicant apprehending his arrest in C.R.Nos.I-179 of 2015, I-211 of 2015 & I-228 of 2015 registered at Khandeshwar Police Station, Navi Mumbai, pursuant to the FIRs lodged by Mr.Jagan Dhondiba Rajguru, Mr.Jeetendra Rambhavan Chaurasiya & Sou.Neeta Rajendra Ramdharane for the offence punishable under Section 420 of the Indian Penal Code and under Sections 4(1) & 13(1) of the Maharashtra Control of Organized Crime Act (MCOCA).

2. It may be mentioned here that by order dated 05.12.2015, the Applicant was protected by way of interim bail. The Applicant, thereafter, submitted that he would like to explore the possibility of settlement and accordingly, the interim relief granted in favour of the Applicant was extended from time to time. On 03.02.2016, Mr. Mundargi, the learned counsel for the Applicant made a statement

that the Applicant was ready to settle the dispute with all the purchasers. He undertook to give the list of purchasers along with the details of money received from the respective purchasers and the addresses of the respective purchasers to the Investigating Officer. It was submitted that once the Investigating Officer receives the list, an attempt would be made to refund the money to the respective purchasers and settle the dispute amicably. Today, Mr. Mundargi, the learned counsel for the Applicant made a statement under instructions that the Applicant is unable to refund the money received by him from the respective purchasers. In view of the said statement, the Applications were taken up for final hearing.

3. The Applicant herein claims to be a builder. The allegations against the Applicant are that he had entered into Agreement for Sale with the aforesaid Complainants/First Informants and several other persons by representing to them that he was constructing Apartments/Row Houses. Pursuant to the said representations, several persons including the aforesaid informants had entered into Agreements and had booked Apartments/Row

Houses on payment of consideration. The Complainants/First Informants alleged that the Applicant herein had not filed any application to CIDCO for N.A. and had not made any preliminary preparation even for commencing the said construction. The said Agreements were, therefore, cancelled and the Applicant had agreed to refund the money received from the said proposed purchasers. The Applicant, however, refused to pay the said amounts. The cheques issued by the Applicant were also dishonoured. The Applicant also refused to accept notices issued by the proposed buyers. Realizing that they have been cheated, the aforesaid Complainants/First Informants filed FIRs with the Khandeshwar Police Station, Navi Mumbai. Pursuant to the aforesaid FIRs, the said crimes came to be registered. The Applications for anticipatory bail filed before the Sessions Court, Raigad-Alibaug, came to be dismissed. Hence, the present Applications.

4. I have perused the records and considered the submissions advanced by the learned counsels for the Applicant, intervenors and the learned APP for the State.

5. The FIR lodged by Mr.Jagan Rajguru reveals that he had come across an advertisement of Amrith Developers, Builders and Realtors stating that some residential flats and plots were available at cheap rates on payment of booking amount of Rs.50,000/- and the balance amount at 0% interest. He, therefore, contacted the Applicant, the builder of Amrith Developers, Builders and Realtors. The FIR reveals that the Applicant had told him that he was commencing the construction of new building at Wakadi, Panvel. After having preliminary discussions and negotiations, the First Informant and the Applicant entered into an Agreement, for purchase/sale of an apartment of 350 Sq.feet at the rate of Rs.2,000/- per Sq.feet for total consideration of Rs.7,00,000/-. Pursuant to the said Agreement, the Applicant received part payment of Rs.1,65,584/-.

6. The FIR lodged by the said Jagan Rajguru further reveals that the Applicant had not commenced any construction in the said property till 2014. Whenever he contacted the Applicant and enquired about the construction, the Applicant initially assured that the new

construction would commence soon but subsequently started giving evasive answers. The First Informant, therefore, requested the Applicant to cancel the Agreement and return the money. The Applicant assured to give three cheques and told him to sign an Agreement wherein he had put a Clause that in the event the cheques were to bounce, the Complainant would not file any criminal proceedings under Section 138 of the Negotiable Instruments Act. The First Informant refused to sign the said Agreement. Subsequently, the Applicant cancelled the Agreement and assured to refund the money within a period of three months. However, when the Informant contacted the Applicant, he refused to refund the money. Having realized that he was cheated, the First Informant lodged the FIR before the Khandeshwar Police Station, Navi Mumbai, pursuant to which Cr.Nos.I-179, I-211 & I-228 of 2015 came to be registered.

7. The FIR lodged by Mr.Jeetendra Chaurasiya prima facie reveals that in the year 2012 he had come across an advertisement issued by the Applicant. He had contacted the Applicant and after initial negotiations with the Applicant, he had entered into an

Agreement to purchase a Row House at Chinchavali for total consideration of Rs.5,50,000/-. The First informant paid total amount of Rs.1,37,499/- to the Applicant. He realized that till the year 2013, no construction had commenced at the site. On the contrary, he saw a board of another builder displayed at the construction site. He realized that the said land was not in the name of the Applicant and that the Applicant had not obtained any permission from the appropriate authorities to put up a construction in the said property. The First Informant realized that the Applicant had deceived him in making payment of Rs.4,55,353/- under the pretext that he was constructing Row Houses in the said property. The First Informant, therefore, requested the Applicant to refund his money. The Applicant issued to him a cheque dated 30.04.2014 for a sum of Rs.1,71,874/-. The said cheque was dishonured. Upon being contacted, the Applicant told the First Informant that he owned a property being Survey No.73/1, Chinchavali, Taluka – Panvel, District – Raigad wherein some Villas were being constructed and that he would be giving possession of one Villa within a period of 24 months. The First Informant learnt that the Applicant had deceived him as well as many other purchasers for a total amount of Rs.4,55,353/-. Despite several requests, the Applicant refused to refund the money and as such, the First Informant lodged a FIR. Pursuant to which C.R.No.I-211 of 2015 came to be registered against the Applicant for the offence punishable under Section 420 of the Indian Penal Code.

8. The FIR lodged by Sou.Neeta Ramdharane prima facie reveals that she too had come across a similar advertisement and hence, she had approached the Applicant and thereafter, entered into an Agreement with the Applicant for purchase of flat admeasuring 353 Sq.feet at Jui-Kamothe for a total consideration of Rs.14,12,000/-. She had paid to the Applicant an amount of Rs.5,00,000/-. The FIR further reveals that the Applicant had not commenced any construction in the said property and when she questioned him, he assured her that the construction work was going on in some other property and he would commence the construction within a month or two. By letter dated 22.11.2014 the Applicant informed her that 30% of the construction was completed and demanded further additional amount of Rs.4,68,129/- towards stamp

duty, registration and Rs.72,189/- towards Society light bill & water charges and other misc. fees. The Applicant also told her that the area of the flat booked by her had increased by 33 Sq.feet and she will have to pay an additional amount towards this area. The First Informant further stated that when she demanded a copy of permission letter from CIDCO, the Applicant refused to give her any such permission. The First Informant has further stated that the Applicant had not commenced construction in the said plot. She, therefore, contacted the Applicant and requested him to return the money. The Applicant cancelled the Agreement and issued her three cheques for a total amount of Rs.6,25,000/-. The said cheques were dishonoured. Having realized that she was cheated, the said First Informant lodged the FIR, pursuant to which C.R.No.I-228 of 2015 came to be registered against the Applicant for the offence punishable under Section 420 of the Indian Penal Code and under Sections 4(1) & 13(1) of the Maharashtra Control of Organized Crime Act (MCOCA).

9. The aforesaid FIRs prima facie reveal that the Applicant

herein had published advertisements in the news paper claiming to be a builder and that he would be constructing buildings and row villas at different places. The Applicant had lured the prospective purchasers by stating that the said apartments and row villas were available at cheap rate on payment of Rs.50,000/-. Falling prey to the said advertisement, the First Informants and several other purchasers had approached the Applicant and had entered into Agreements for purchase of apartment/Villa in the said projects. The Applicant had induced the First Informants and the other purchasers some of whom are Class IV employees in paying huge amounts by falsely representing that the construction was underway. The records, however, reveal that the Applicant had neither commenced any construction nor he had obtained any permission from the CIDCO for N.A. which was necessary for the purpose of the said construction. The records, thus, prima facie indicate that the Applicant had not only deceived and cheated the First Informants in the aforesaid crimes but had deceived several other innocent purchasers including many Class IV employees who were induced to part with their hard earned money. The nature of allegations, therefore, justify custodial interrogation.

10. In the facts and circumstances of the case, the Anticipatory Bail Applications are rejected.

11. In view of disposal of the Anticipatory Bail Applications, the Intervention Applications do not survive and the same stand disposed of accordingly.

(ANUJA PRABHUDESAI, J.)