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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.152 OF 2016

Bharat Ramesh Gokhlani.	..Applicant
Vs.	
The State of Maharashtra	.. Respondent

Mr. R.M. Jhakde for applicant.
Ms. P.P. Shinde for State.

CORAM: A.S. GADKARI, J.

DATE : 15th February 2016.

P.C.

1 The applicant apprehends arrest in CR No.I-311 of 2015 registered with Ulhasnagar Police Station, District-Thane under Sections 420, 465, 467, 468 and 471 of the Indian Penal Code.

2 The first information report has been lodged by Shri Nitin Sacchanand Karira son of deceased Sacchanand Atmaram Karira. It is stated in the FIR that the deceased Shri Sacchanand Atmaram Karira i.e. father of the complainant had given the Flat No.9, Block No. |A/76, Room No.456, Satnam Apartment, 4th floor, Near Hemraj Dairy, Ulhasnagar to the applicant on leave and licence basis for a period of 11 months. The said

agreement of leave and licence was entered into by and between the applicant herein and the deceased Shri Sacchanand Atmaram Karira on 21.8.2015. It is further stated that, on 11.9.2015 the father of complainant Shri Sacchanand Atmaram Karira was murdered. That his father was unable to write or read English. After the death of the father of the complainant, the applicant did not pay the licence fees of the said flat to the complainant and dodged the same on the some or other pretext. Subsequently the applicant showed an agreement for sale to the complainant dated 22.8.2015. The said agreement was for sale of the said flat for consideration of Rs.12,20,000/-. After verifying the said agreement, the complainant came to know that the signature of his father Shri Sacchanand Atmaram Karira on the said agreement was a forged signature. He specifically stated that his father never signed in English and he used to sign in Sindhi language. In the premise the FIR is lodged.

3 I have perused the papers of investigation. The original leave and licence agreement dated 21.8.2015 has been seized by the police. On the said agreement the deceased Sacchanand Atmaram Karira has signed in Sindhi language. The alleged agreement for sale dated 22.8.2015 is annexed to the present application wherein the deceased has alleged to have signed in English. It prima facie appears that the applicant by taking

undue advantage of sudden demise of the said Shri Sacchanand Atmaram Karira and with a view to engulf his property, has created the forged and fabricated document i.e. agreement for sale dated 22.8.2015. It further appears that there was no need for the deceased to enter into agreement for sale on 22.8.2015 when he had already executed an agreement for leave and licence dated 21.8.2015 with the applicant and the same was signed by the deceased Shri Sacchanand Atmaram Karira in Sindhi language in presence of three witnesses. As far as the agreement for sale dated 22.8.2015 is concerned, it is not witnessed by any person and therefore it creates strong suspicion in the mind of this Court.

4 After taking into consideration the serious allegations made against the applicant, in my view, unless and until the applicant is interrogated in custody, the truth behind the crime will not be revealed. Looking to the serious allegations against the applicant and gravity of offence, I am of the opinion that the applicant cannot be protected by way of pre-arrest bail.

5 The application being devoid of any merits, is dismissed accordingly.

(A.S. GADKARI,J.)

