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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 318 OF 2015

Rajkumar M. Unhale	..Applicant.
Vs.	
The State of Maharashtra & Anr.	..Respondents

WITH

ANTICIPATORY BAIL APPLICATION NO. 264 OF 2015

Jeetesh Vilas More	..Applicant.
Vs.	
The State of Maharashtra & Anr.	..Respondents

WITH

ANTICIPATORY BAIL APPLICATION NO. 337 OF 2015

Ramakant Motiram Mhatre	..Applicant.
Vs.	
The State of Maharashtra & Anr.	..Respondents

Mr. Rajendra Pai i/b Tushar Pimpale for applicant in ABA-318 of 2015.
 Mr. M.S. Mohite, i/b S.A. Mailagir for applicant in ABA-264 of 2015.
 Mr. S.G. Deshmukh a/w Manish N. Jain i/b G.S. Patil for applicant in
 ABA-337 of 2015.
 Ms. Rutuja Ambekar, APP for State.
 Mr. Sujit Shelar for Respondent No.2 in all Applications.

CORAM: A.S. GADKARI, J.

Closed for Order on : 12th February 2016.

Order pronounced on: 18th March 2016.

P.C.

1 The applicants are apprehending arrest in CR No.I-339 of 2014 registered with Rabodi Police Station, Thane under Sections 420, 467, 468, 471, 406 read with 34 of the Indian Penal Code.

2 The applicant in Anticipatory Bail Application No.318 of 2015 Shri Rajkumar M. Unhale is a practicing Advocate. The applicant in Anticipatory Bail Application No.264 of 2015 Shri Jeetesh V. More, is a broker/agent, in the filed of real estate. The applicant in Anticipatory Bail Application No.337 of 2015 is the landlord of lands bearing Survey Nos.69, 70, 71 and 74 lying and situate at village Vavholi, Taluka-Kalyan, District-Thane, admeasuring about 23 acres.

3 The complainant Shri Chunilal D. Faria has lodged the First Information Report dated 15th November 2014. In the said report, the complainant has stated that he is the owner of a chain of Supermarkets. The complainant was well acquainted with the applicant- Rajkumar Unhale since year 2006. He used to avail the services of the applicant Rajkumar Unhale for dealing with various legal issues pertaining to his business. The

applicant- Rajkumar Unhale had won complete confidence of the complainant. It is stated that the applicant- Rajkumar Unhale approached the complainant in June 2010 and informed him that the land bearing Survey Nos.69, 70, 71 and 74 lying and situate at village Vavholi, Taluka Kalyan, District-Thane admeasuring about 23 acres is available for sale at the rate of Rs.28 to Rs.30 lacs per acre. That if an amount of Rs.1 to 1.5 Crore is paid to the landlord, he will immediately execute an agreement and the said land can be converted into non-agricultural use and thereafter can be developed. That the landlord will also give further time to make balance payment. The complainant found the said proposal beneficial and therefore he informed about the same to his brother-in-law namely Shri Hansraj Nisar. As the complainant was interested in the said proposal, on 11.7.2010, he along with his brother-in-law decided to visit the said land. Accordingly, the complainant, his son Nikit and his brother-in-law Shri Nisar went to the office of the applicant- Rajkumar Unhale at Thane. At that place, the applicant- Rajkumar Unhale introduced the applicant in Anticipatory Bail Application No.264 of 2015 namely Jeetesh More. The applicants, Rajkumar Unhale and Jeetesh More thereafter showed the said land to the complainant and his family members. The complainant thereafter decided to purchase the said land. Thereafter in the third week of July 2010, a meeting

was conducted at the office of the applicant- Rajkumar Unhale. In the said meeting the complainant, his younger brother Pravin, the applicant- Rajkumar Unhale, Jeetesh More and one more person were present. The applicant- Rajkumar Unhale introduced the said person as a Police Inspector Shri Ashok Sakpal and informed that he was working at Kopri Police Station, Thane City. The said Police Inspector Shri Sakpal thereafter informed the complainant that the owner of the said land is Ramakant M. Mhatre (the applicant in A.B.A. No.337 of 2015) and the said entire land stands in his name, use and occupation. That there was no dispute or litigation about the said land and was free from all encumbrances. That the landlord did not attend the said meeting. The applicant Jeetesh More and Police Inspector Shri Sakpal informed the complainant that the entire transaction was being looked after by the applicant-Jeetesh More and Police Inspector Shri Sakpal. They also informed the complainant that the said land would be available at the rate of Rs.28 lacs per acre and for a total consideration of Rs.6,44,00,000/-. It was further decided that at the time of measurement of the said land, if it was noticed that the area of the land was either less or more, the amount would be adjusted and to be paid accordingly. The applicant- Rajkumar Unhale and Police Inspector Shri Sakpal shouldered the entire responsibility of the said transaction. That on

27.7.2010 the complainant along with his brother Pravin visited the office of the applicant- Rajkumar Unhale. At that time the applicant- Rajkumar Unhale, Police Inspector Shri Sakpal and the applicant Jeetesh More were present. As decided, the complainant thereafter gave the first installment of the said transaction to the applicant- Rajkumar Unhale. The complainant paid an amount of Rs.50 lacs in total. He handed over two cheques of Rs.15 lacs each bearing Nos.157921 and 157922 drawn on Jan Kalyan Sahakari Bank and also paid an amount of Rs.20 lacs in cash. The said two cheques were accepted by the applicant- Rajkumar Unhale and the cash of Rs.20 lacs was accepted by the Police Inspector Shri Sakpal. When the complainant demanded receipt of the same, the applicant- Rajkumar Unhale took a print out of the receipt from his computer and affixed revenue stamp of rupee one on it. The applicant Jeetesh More signed the said receipt on behalf of the landlord Ramakant Mhatre. When the complainant asked about the said signature, the applicant- Rajkumar Unhale told the complainant that the landlord Ramakant Mhatre has given power of attorney in favour of the applicant Jeetesh More. Advocate Unhale handed over the said receipt to the complainant. That it was decided to give next installment on 29.8.2010 for the said transaction. On 29.8.2010 when the complainant visited the office of his Advocate i.e. applicant- Rajkumar Unhale to pay the second

installment, the applicant- Rajkumar Unhale informed the complainant that the landlord Ramakant Mhatre will remain present in the said meeting. Accordingly, the complainant, his son Hardik, brother-in-law Hansraj Nisar went to the office of the applicant- Rajkumar Unhale. The applicant-Jeetesh More was present there. The applicant- Rajkumar Unhale informed the complainant that the landlord Ramakant More was unable to attend the said meeting, however, he would obtain written instructions from the landlord for publication of the notice in respect of the said land on the payment of Rs.1 Crore to the landlord. The complainant after believing in the words of the applicant- Rajkumar Unhale, made the said payment of second installment of Rs.50 lacs to the applicant- Rajkumar Unhale. The said payment was consisting of three cheques amounting to Rs.25 lacs and a cash component of Rs.25 lacs. After receiving the said payment, applicant- Rajkumar Unhale prepared a receipt on his office computer and the applicant Jeetesh More signed the same on behalf of the landlord- Ramakant Mhatre. The original receipt was retained by the applicant- Rajkumar Unhale on the pretext that he would first take undertaking from the landlord for publishing a notice/advertisement and then hand it over to the complainant. That on 29.8.2010 the applicant- Rajkumar Unhale informed the complainant that he had obtained the N.O.C for publishing a

public notice wherein the applicant- Ramakant Mhatre has stated that he has received an amount of Rs.1 Crore. That on 19.9.2010 the applicant- Rajkumar Unhale enquired with the complainant about further payment to be made to the landlord and accordingly the complainant paid an amount of Rs.30 lacs by cheques and Rs.20 lacs by cash to applicant- Rajkumar Unhale. Thus the total amount of Rs.50 lacs i.e. Rs.30 lacs by cheques and Rs.20 lacs by cash was made. That the applicant- Rajkumar Unhale after some time gave a phone call to the complainant and informed him that the landlord Ramakant Mhatre wants the entire amount in the form of cash. Accordingly the complainant took back the cheques of Rs.30 lacs and paid the amount in cash to the applicant- Rajkumar Unhale. The complainant received another phone call from the applicant- Rajkumar Unhale who informed the complainant that the applicant Jeetesh More is in urgent need of Rs.20 lacs and therefore the complainant paid Rs.20 lacs in cash to the applicant- Rajkumar Unhale. The complainant thus paid Rs.70 lacs on 19.9.2010 to the applicant- Rajkumar Unhale. That on 29.9.2010 the applicant- Rajkumar Unhale handed over to the complainant the proforma of a public notice to be published in the newspapers. The said notice was thereafter published in the newspapers namely Maharashtra Times and Daily Gavkari. The complainant thereafter requested the applicant-

Rajkumar Unhale to complete the sale agreement as he had made substantial payment of Rs.1.70 Crores. The applicant- Rajkumar Unhale assured the complainant that he should not worry and the documentation pertaining to the said transaction would be completed in a short span. The applicant- Rajkumar Unhale also gave guarantee about the said transaction. As the complainant was knowing the applicant- Rajkumar Unhale since long, the complainant bestowed full faith in him. That on 30.9.2010 the complainant again made payment of Rs.1 Crore by way of two cheques of Rs.50 lacs each drawn in the name of landlord Ramakant Mhatre. At that time the applicant- Rajkumar Unhale informed the complainant that the landlord Ramakant Mhatre wants the said amount in cash. The complainant requested applicant- Rajkumar Unhale to keep the said cheques as security and complete the documentation as he would get the said cash in few days. After two to three days, the complainant made payment of Rs.50 lacs in a cash to the applicant- Rajkumar Unhale and took back one of the cheques earlier handed over to him. The second cheque of Rs.50 lacs was retained by the applicant- Rajkumar Unhale.

The complainant was regularly making enquiry about the documentation with the applicant- Rajkumar Unhale. In the month of November 2010 the applicant- Rajkumar Unhale called the complainant

and informed him that the documentation was over and for registration of the said documents, the landlord Ramakant Mhatre requires further amount of Rs.50 lacs. That accordingly on 17.11.2010 the complainant along with his son Hardik visited the office of the applicant- Rajkumar Unhale. At that time, the applicant Jeetesh More and another person by name Sandesh Kadam were present in the office of the applicant- Rajkumar Unhale. The complainant paid an amount of Rs.50 lacs to the applicant- Rajkumar Unhale and also requested him to show the papers pertaining to the sale transaction. At that time the applicant- Rajkumar Unhale informed the complainant that some work pertaining to the documentation was still pending and it will be completed in short span. The complainant thereafter requested for receipt of full payment of Rs.2.70 Crores from the applicant- Rajkumar Unhale. The applicant- Rajkumar Unhale gave a print out of the receipt from his computer, affixed revenue stamp of Rs.1/- on it and the applicant Jeetesh More signed the said receipt for and on behalf of the applicant Ramakant Mhatre. The said receipt was thereafter handed over by the applicant- Rajkumar Unhale to the complainant. The complainant was regularly requesting the applicant- Rajkumar Unhale for completing the registration work and for the receipt from the landlord applicant Ramakant Mhatre about the payment made through the applicant- Rajkumar Unhale.

In the second week of December 2010, the applicant- Rajkumar Unhale handed over a photo copy of the receipt dated 8.12.2010 to the complainant for an amount of Rs.2,70,000/- allegedly signed by the landlord Ramakant Mhatre. The complainant was regularly making enquiry about the documentation pertaining to the said transaction with the applicant- Rajkumar Unhale and Jeetesh More. However, both the applicants were extending some or other excuses and were assuring the complainant that his work will be completed in a short span. In the said process, a period of about one and half years was elapsed. The complainant has made a total payment of Rs.2.70 Crores for sale transaction for said land.

In October 2012, a friend of the complainant by name Bapu Gaikar informed him that the land which was sold to the complainant by the landlord applicant- Ramakant Mhatre has been sold by him to Kishan Mulchand Chawla and other three persons. The complainant also received documents in respect of the said sale with Kishan Chawla and others. The complainant immediately met his Advocate, the applicant- Rajkumar Unhale, to complete his sale transaction. The applicant- Rajkumar Unhale informed the complainant that the broker Mr. Jeetesh More was avoiding registration. The complainant had suspicion about the bonafide of the applicant- Rajkumar Unhale and therefore requested him to arrange a

meeting with the landlord applicant, Ramakant Mhatre. After repeated requests by the complainant, the applicant- Rajkumar Unhale agreed to take the complainant to the land owner.

That on 19.12.2012 the complainant his son Hardik, the applicant- Rajkumar Unhale went to meet the landlord Ramakant Mhatre. The applicant- Rajkumar Unhale informed the complainant that Ramakant Mhatre is working with the Revenue Department, Bhiwandi. However it was revealed that no person by name Ramakant was working there. The complainant was aware of the real address of Ramakant Mhatre as he had taken it from the agreement between Ramakant Mhatre and Kishan Chawala. When the complainant asked the applicant- Rajkumar Unhale to give phone call to the applicant- Ramakant Mhatre, he informed that he does not have mobile number of Ramakant Mhatre. The applicant- Rajkumar Unhale thereafter gave a phone call at his office and enquired about the address and phone number of applicant- Ramakant Mhatre and informed the complainant that the file of Ramakant is not traceable at his office. Thereafter the applicant- Rajkumar Unhale informed the complainant that the landlord Ramakant Mhatre may, perhaps be, working in Bhiwandi Municipal Council and took him there. They received information that a person by name Ramakant Mhatre was out of station and had been to Shirdi.

The applicant- Rajkumar Unhale tried to convenience the complainant that it is the same Ramakant Mhatre. The applicant- Rajkumar Unhale thereafter gave various excuses to the complainant and told him to return to Thane. At that time the son of the complainant Hardik informed the applicant- Rajkumar Unhale that, Ramakant Mhatre resides at village Gundavali, Taluka-Kalyan and that they will go there to meet him, however, the applicant- Rajkumar Unhale tried to avoid the same. At the persistent request by the complainant, the applicant- Rajkumar Unhale accompanied the complainant to village Gundavali, Taluka Kalyan. When the complainant and other persons entered into the house of Ramakant Mhatre, one person in their presence went out. The applicant- Rajkumar Unhale deliberately did not inform the complainant that, he was the same Ramakant Mhatre. The son of complainant was parking his car outside the said house and informed the complainant that the person who just left the house on motorcycle was Ramakant Mhatre as he had seen his photograph on the agreement. The complainant thereafter asked to the applicant- Rajkumar Unhale to give a call to the applicant- Ramakant Mhatre. The applicant- Ramakant Mhatre came there. The complainant enquired with him about the transaction and also asked him as to why the documentation was not being completed. The applicant- Ramakant Mhatre questioned the

complainant and denied any transaction with the him. When the complainant gave details about the amount and the persons involved in the transaction, Ramakant Mhatre informed the complainant that the said sale transaction was between applicant Jeetesh More, Police Inspector Ashok Sakpal and his wife Vaishali Sakpal by way of agreement for sale and for that he had received Rs.1 to Rs.1.25 Crore. He informed that the said agreement was subsequently cancelled and the entire amount has been returned. When the applicant- Rajkumar Unhale informed the applicant Ramakant Mhatre that he had entered into agreement with the complainant and the copy of the same is with him, the applicant Ramakant Mhatre told him that he does not know on which papers the applicant- Rajkumar Unhale has taken his signatures. The complainant therefore told the applicant- Rajkumar Unhale to convene a meeting with Police Inspector Shri Sakpal and applicant Jeetesh More. That on 26.12.2012 the complainant, his son Hardik and applicant- Rajkumar Unhale and applicant Jeetesh More went to Kopri Police Statino and met Police Inspector Shri Sakpal. The Police Inspector Shri Sakpal informed the complainant that his money was safe with him and not to worry about the same. The complainant thereafter informed the Police Inspector Shri Sakpal that as per the say of Ramakant Mhatre, he had received only Rs.1 to Rs.1.25 Crore and the said amount

was returned by him and therefore how the amount was safe and with whom. At that time Police Inspector Shri Sakpal questioned Jeetesh Miore as to when the said amount will be returned to the complainant. The applicant Jeetesh More looked at Police Inspector and applicant- Rajkumar Unhale and said that “did I alone take that amount ?” The complainant thereafter was inconvenienced that the applicant- Rajkumar Unhale, Police Inspector Shri Sakpal, the applicant Jeetesh More and landlord Ramakant Mhatre have jointly cheated him and have committed the criminal breach of trust thereby misappropriating and/or defalcating his amount of Rs.2.70 Crores. In the premise the FIR is lodged.

4 Heard the learned Counsel for the respective parties, the learned APP and the learned Counsel for the original complainant, and with their able assistance I have also perused the entire record produced before me.

5 Mr. Pai, the learned Senior Counsel for the applicant- Rajkumar Unhale submitted that the period involved in the present transaction is between June-2010 to November 2010 and as per the complainant himself, he had paid an amount of Rs.2.70 Crores to the accused persons during the said period. That the complainant came to know about the fact, that the land in question has been sold by the original

landlord to third person in the month of October 2012 and the present FIR is filed in the month of November 2015 i.e. after the lapse of about two years. That there is delay of more than two years in lodging the FIR. He submitted that in the month of November 2013 the limitation to file the suit for specific performance has come to an end and with a view to overcome the said difficulty, the complainant has filed the present FIR belatedly as an afterthought.

He thereafter submitted that there was no intention at the behest of his client, since inception of the transaction and therefore Section 420 is not attracted and cannot be applied in the present case. As far as Section 467 of IPC is concerned, he submitted that there is no forging of any document and the investigation pertaining to the same is wholly based on the documents which have already been seized by the police. That the comprehensive receipt of payment of Rs.2.70 Crore dated 17.11.2010 has been issued by the co-accused Jeetesh more for and on behalf of the co-accused Ramakant Mhatre to which the son of the applicant is one of the witness. That the said receipt was issued by the co-accused Jeetesh More on behalf of Ramakant Mhatre and his client has no concern with the entire transaction in question. He further submitted that the Trial Court has granted pre-arrest bail to the co-accused Ashok Sakpal on the ground that he being a

police officer attached to Marol Police Training Centre and therefore the investigation will not be hampered.

He submitted that like police officer, his client being a practicing Advocate has also reputation in the society and the same criteria has to be applied to his client. He submitted that on one hand the Trial Court allowed the application of the police officer i.e. co-accused Ashok Sakpal and on the same day on the other, hand rejected the application of his client i.e. applicant- Rajkumar Unhale. He further contended that in every frustrated land transaction the Advocate cannot be blamed and made as an accused.

He further submitted that the co-accused Ramakant Mhatre has not denied the signature on the letter dated 29.8.2010 issued in favour of his client about the receipt of Rs.1 Crore and no objection to issue a public notice in the daily newspapers in the process of search of his title in respect of the property in question. He submitted that till date his client has attended the Investigating Officer on more than 45 occasions and has cooperated in the process of investigation and therefore the custodial interrogation of the applicant- Rajkumar Unhale is not necessary. Mr. Pai relied on the decision of the Supreme Court in the case of Arnesh Kumar Vs. State of Bihar reported in (2014) 8 SCC 273 : AIR 2014 SC 2756 and submitted that the

power to authorise detention is a very solemn function, it affects the liberty and freedom of citizens and needs to be exercised with great care and caution. He therefore prayed that his client i.e. applicant- Rajkumar Unhale may be granted pre-arrest bail.

6 Mr. Mohite, the learned Counsel appearing for the applicant- Jeetesh More submitted that his client has acted as an agent in the entire transaction. That the amount is paid to the applicant- Rajkumar Unhale by the complainant and the co-accused Ashok Sakpal is the beneficiary of the substantial amount parted by the complainant. He pointed out the agreement between the co-accused Smt. Vaishali Sakpal and Shri Ramakant Mhatre for the same lands and submitted that his client is only witness to the said agreement being a broker for the land transaction. He further submitted that as a matter of fact in the said agreement between Smt. Vaishali Sakpal and Ramakant Mhatre the name of his client has been added in the cause title of the application by the co-accused Ramakant Mhatre and Ashok Sakpal with malafide intention. He submitted that on 13.7.2011 his client executed the receipt for Rs.50 lacs by cheques as a commission for the transaction and apart from that his client has not received anything more than it.

He submitted that as the present crime pertains to the documents, the custodial interrogation of his client i.e. Jeetesh More is not

necessary and he may be granted pre-arrest bail.

7 Mr. S.G. Deshmukh, the learned Counsel appearing for the applicant-Ramakant M. Mhatre submitted that his client never met the complainant till the Advocate applicant- Rajkumar Unhale along with the complainant came to his house in the month of December 2012. He submitted that from a plain reading of the FIR it is clear that no role has been attributed to his client in the entire crime. That his client has returned the amount of Rs.1.25 Crore to the co-accused Smt. Vaishali Sakpal in view of deed of cancellation of the agreement dated 13.7.2011. He submitted that, as a matter of fact his client, had entered into an agreement for sale of the lands in question with the co-accused Smt. Vaishali Sakpal. That his client was not aware of the fact that the cheques drawn in his name were issued by the original complainant, a schedule of which is annexed to the said agreement. That his client accepted the payment under the bonafide impression that the said cheques were issued by the purchaser Smt. Vaishali Sakpal, however, as a matter of fact, his client returned the said amount to Smt. Vaishali Sakpal after receipt of notice dated 1.10.2010. He submitted that his client i.e. Ramakant Mhatre never dealt with the complainant and somebody i.e. co-accused Jeetesh More has taken undue advantage of the situation and dealt with the property and assured the complainant for sale of

the same. That with a covering letter dated 1.2.2015 he has submitted all the original documents which were in his possession to the Investigating Officer. He submitted that as a matter of fact in the affidavit dated 23.3.2015 filed by the Investigating Officer, the Investigating Officer has stated that the applicant Ramakant Mhatre has returned the amount of Rs.1.25 Crore to the co-accused Smt. Vaishali Sakpal after cancellation of deal.

He further submitted that as a matter of fact his contention is being supported by the said affidavit of the Investigating Officer who in paragraph No.9(iii) has stated that, the co-accused Jeetesh More has accepted the amount from the complainant and made signature on behalf of the accused Ramakant Mhatre on the receipt of Rs.50 lacs, prepared by the co-accused Advocate Rajkumar Unhale. He lastly submitted that the applicant-Ramakant Mhatre never gave any power of attorney to the applicant-Jeetesh More to deal with his property and Jeetesh More of his own and by taking undue advantage of the situation had agreed to sell the said property in question and accepted huge amount from the complainant. He therefore submitted that the custodial interrogation of the applicant-Ramakant Mhatre is not necessary and prayed that the applicant-Ramakant Mhatre may be granted pre-arrest bail.

8 It is the trite position of law by a catena of judgments of the

Supreme Court that at the time of grant or refusal of the bail, a detailed examination of evidence and elaborate documentation of the merits of the case has not be undertaken. That the Court has to only opine whether there is a *frima facie* case against the accused. The Court must not undertake meticulous examination of the evidence collected by the police and comment on the same.

9 The plain reading of the FIR discloses that the applicants herein and the co-accused namely Ashok Sakpal in a well designed manner, initially induced the complainant to purchase the land belonging to the applicant-Ramakant Mhatre and thereafter extracted huge amount of Rs.2.70 Crore from him from time to time. It is clear from the FIR itself that applicant Rajkumar Unhale initially induced the complainant to purchase the said land and after receipt of amounts, in connivance with the other accused persons misappropriated the entire amount paid by the complainant. From the arguments of the applicants and stand taken by them in their respective applications, it is clear that the applicants herein are trying to shift the burden on each other. Though the applicants were directed to attend the police station under the protection of interim relief, the applicants herein did not disclose the trail of money which has gone to their share. The huge amount which has been defalcated and/or mis-appropriated by the

applicants in connivance with the co-accused Ashok Sakpal is to be recovered by the Investigating Agency. The contention of the learned Counsel for the applicant- Rajkumar Unhale that the co-accused Ashok Sakpal has been released on pre-arrest bail by the Trial Court and therefore the applicant- Rajkumar Unhale is also entitled for the same as he is a practicing Advocate, cannot be accepted for the plain and simple reason that prima facie it appears that, the Trial Court has erroneously granted pre-arrest bail to the co-accused Ashok Sakpal on irrelevant consideration. However, as the said co-accused Ashok Sakpal is not before this Court, it will not be appropriate to make any further observations in that behalf.

10 The contention of the learned Counsel for the applicants that the applicants have attended the police station on numerous occasions, has no substance in it. The Supreme Court in the case of State represented by C.B.I. Vs. Anil Sharma reported in (1997) 7 SCC 187 has held that, the custodial interrogation is qualitatively more elicitation oriented than questioning a suspect who is well ensconded with a favourable order under [Section 438](#) of the Code. In a case like this effective interrogation of suspected person is of tremendous advantage in disinterring many useful informations and also materials which would have been concealed. Success in such interrogation would elude if the suspected person knows that he is

well protected and insulted by a pre-arrest bail order during the time he is interrogated. That very often interrogation in such a condition would reduce to a mere ritual.

11 It is to be noted that the complainant has specifically and categorically stated in the FIR itself that, the applicant- Rajkumar Unhale did not give him copy of the agreement between himself and the original landlord Ramakant Mhatre and therefore in my opinion there is no question of filing a civil suit for specific performance in that behalf by the complainant. Therefore the contention of the learned Counsel for the applicant- Rajkumar Unhale that the present FIR is filed belatedly and after the lapse of limitation period for filing civil suit does not hold any substance in it. As per record, it is clear that the applicant- Rajkumar Unhale showed and gave a copy of the letter/receipt dated 29.8.2010 duly signed by the applicant-Ramakant Mhatre thereby stating that he received Rs.1 Crore from the complainant, is a vital link in the chain of circumstances. The applicants herein in conspiracy with each other has made to believe the complainant that the transaction in question was being in channel and the same will be completed upon payment of money by the complainant. The feigning of ignorance by applicant- Rajkumar Unhale in identifying the applicant-Ramakant Mhatre at his residence in the presence of complainant

is also an aggravated circumstance against the said two applicants. Though the applicant- Rajkumar Unhale made the complainant to believe that he was in contact with the landlord through applicant-Jeetesh More and when he was likely to be exposed in presence of the applicant-Ramakant Mhatre he deliberately did not identify the said applicant-Ramakant Mhatre at his residence and allowed him to go from the said place.

12 As far as the contention of the learned Counsel for the applicant- Rajkumar Unhale that in every frustrated land transaction the Advocate cannot be blamed and made as an accused is concerned, from the plain reading of the FIR and the material collected by the Police till date clearly demonstrates that the applicant- Rajkumar Unhale has played a vital role in the present crime. He has exceeded his duty as an Advocate and entered into the arena of criminality. The applicant- Rajkumar Unhale therefore cannot now raise a specious plea that he simply acted as an Advocate in the present transaction. It prima facie appears that the applicant- Rajkumar Unhale is equally instrumental with applicant-Jeetesh More in the commission of the present crime thereby duping/cheating the complainant for his valuable consideration. It further appears from the record that the applicant- Rajkumar Unhale has prime role to play in the present crime. It is submitted by the prosecution that the receipt of Rs.1

Crore is a forged document allegedly signed by applicant-Ramakant Mhatre. It further appears that the knowledge of entering into transaction by the applicant Ramakant Mhatre with co-accused Smt. Vaishali Sakpal and also with the complainant herein for huge consideration can very well be gathered from the documents available on record. It is thus clear that the applicant- Rajkumar Unhale with utmost casualness prepared computerised receipt and affixed a revenue stamp of Rs.1/- on it for winning confidence of the complainant. The prosecution contended that the co-accused Ramakant Mhatre executed the said documents and therefore through interrogation in the present crime is necessary.

13 It further appears to me that the applicant-Jeetesh More is the mastermind behind the entire crime. On one hand he executed the agreement for sale between Smt Vaishali Sakpal and Ramakant Mhatre and on the other hand he also in conspiracy with other co-accused i.e. applicant-Rajkumar Unhale and Ramakant Mhatre induced the complainant to pay huge amount of Rs.2.70 Crore on the pretext that the lands were being sold to the complainant. Though the applicant-Ramakant Mhatre has claimed that he has returned Rs.1.25 Crore to applicant-Jeetesh More, the applicant-Jeetesh More is conspicuously silent about the said receipt of payment. As far as the receipt which is executed by Jeetesh More at the end of Deed of

Cancellation dated 13.7.2011 between the co-accused Smt. Vaishali Sakpal and Ramakant Mhatre is concerned, the applicant-Jeetesh More has accepted the said amount for and on behalf of Smt. Vaishali Sakpal.

14 It prima facie appears that all the accused persons in connivance with each other have committed the offence under Section 420 of IPC. It appears from the record that the applicants since inception of the transaction, in connivance with each other and with specific intention, cheated the complainant, of huge amount involved in the present crime. The affidavit-in-reply filed by the Investigating Officer specifically mentions that the amount involved in the present crime is not recovered.

15 The applicant-Jeetesh More though contended that he acted merely as a broker in the entire transaction, it appears from the record that he is the mastermind behind the entire crime. He, in the office of the applicant- Rajkumar Unhale represented himself as the constituted attorney of applicant-Ramakant Mhatre and lured the complainant in entering into transaction for purchase of the land in question. The applicant-Jeetesh More has also executed receipt of the entire payment received from the complainant on behalf of the original landlord Ramakant Mhatre.

16 The applicant-Ramakant Mhatre has denied any knowledge of transaction between himself and the complainant, however, as per FIR itself

in the presence of the complainant he stated that the amount which was received by him from co-accused Smt. Vaishali Sakpal of Rs.1.25 Crore has been returned back to the concerned.

17 It is thus clear that the applicants herein in connivance with each other not only prepared forged documents, but have also cheated the complainant for huge consideration of Rs.2.70 Crore. The said huge amount involved in the crime is yet to be recovered by the police and to unearth the entire truth behind the crime, the custodial interrogation of the applicants is necessary. In view of the peculiar facts and circumstances of the present case and after taking into consideration the enormous gravity of the offence and the serious allegations against the applicants, I am of the opinion that this is not a fit case to grant pre-arrest bail to the applicants herein.

18 In view of the above, Criminal Applications are dismissed.

(A.S. GADKARI, J.)

At this stage, Mr. Pai the learned Counsel for the applicant submitted that the applicants herein were enjoying interim relief since 4.3.2015, 27.2.2015 and 10.3.2015 respectively and the same may be extended for a period of 4 weeks from today with a view to enable the applicants to prefer appeals in the Hon'ble Supreme Court. The learned APP

opposed the said prayer.

However, taking into consideration the fact that the applicants were protected by interim relief for about one year, the interim relief is hereby extended by 4 weeks from today.

(A.S. GADKARI, J.)`