

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION**

**ANTICIPATORY BAIL APPLICATION NO.1379 OF 2015**

Shahid Rehn Mohi Uddin Shaikh ...Applicant

Versus

The State of Maharashtra ...Respondent

**WITH**

**ANTICIPATORY BAIL APPLICATION NO.1380 OF 2015**

Amarnath Durgaprasad Singh ...Applicant

Versus

The State of Maharashtra ...Respondent

.....

Mr. Vinod R. Gupta for the Applicants.

Ms Veera Shinde, APP for the Respondent-State.

Mr. A.A. Deshmukh, API-Khandeshwar Police Station,  
Navi Mumbai, present.

**CORAM : SMT. ANUJA PRABHUDESSAI, J.**

**DATE : 13<sup>th</sup> JANUARY, 2016.**

**P. C. :**

These are the applications for anticipatory bail filed by the Applicants herein in apprehension of their arrest in Crime No.I-76 of 2015 registered at Khandeshwar Police Station, Navi Mumbai, for the offences punishable under sections 420, 465, 467, 468 and 471 r/w. 34 of the IPC.

2. The case of the prosecution in brief is that one Ranjitskumar Garib Singh, accused No.1 had a forged power of attorney of the complainant Abhishek Manglik and on the basis of the said power of attorney he entered into an MOU with the present Applicants in respect of the property of the complainant. Subsequently he executed a tripartite agreement with the Applicants and the other co-accused in respect of the said property. The complainant- Abhishek Manglik had therefore, lodged FIR dated 11.6.2015, pursuant to which aforesaid crime came to be registered.

3. Mr. Vinod Gupta, the learned counsel for the Applicants has submitted that accused No.1-Ranjitskumar Garib Singh, who was allegedly involved in forging and fabricating the power of attorney has already been released on bail. He has submitted that the Applicants herein had no knowledge that the said power of attorney was forged and fabricated. He has submitted that the Applicants are not involved in committing forgery or an offence of cheating. He has submitted that the Applicants had entered into an agreement with the accused No.1 Ranjitskumar under the bonafide belief that the power of attorney was genuine. He has further submitted that the Applicants herein had also paid an amount of Rs.22 lakhs to said Ranjitskumar Garib Singh.

4. Ms Veera Shinde, the learned APP has submitted that the Applicants had entered into an agreement with the Ranjitkumar Gasribsingh, who had forged and fabricated power of attorney. She has further submitted that the Applicants had also entered into a tripartite agreement despite knowing that the property was not owned by said Ranjitkumar Garibsingh and that he was attempting to transfer the same only on the basis of forged and fabricated power of attorney.

5. I have perused the records and considered the submissions advanced by the learned counsel for the Applicants and the learned APP for the Respondent -State. The records prima facie reveal that Mr. Abhishek Manglik, complainant is the owner of the property under survey No.15/2 of 8-H and 78-R situated at Tamsai, Taluka-Panvel. The complainant had learnt that said land was sold to some other persons. Upon enquiries the complainant learnt that accused No.1 Ranjitkumar Garibsingh had executed a forged and fabricated power of attorney in his favour and on the basis of the said power of attorney he had sold the said property for Rs.1,40,00,000/- to M/s.K.A. Construction and Developers and others. The complainant had therefore, lodged FIR against the said M/s. K.A. Construction and Developers and the partners of the said company.

6. In the course of investigation it was revealed that the Applicants herein had entered into a MOU dated 15.4.2009 with M/s. Dream 2 Reality Estate and Clubs (India) Pvt. Ltd., through their Chairman and the Managing Director- Ranjitkumar Garibsingh (accused No.1) whereby he had agreed to purchase the said property for total consideration @ Rs.12,50,000/- per acre. In terms of the said MOU the Applicants had paid to the accused No.1 a sum of Rs.22,00,000/-. Subsequently, the accused No.1 Ranjitkumar Garibsingh and the Applicants had entered into another MOU on 16.5.2013 with co-accused whereby they agreed to sell the said property to said co-accused for Rs.2 crores.

7. The records do not prima facie indicate that the Applicants herein had knowledge that the said power of attorney, which was allegedly executed in favour of accused No.1 Ranjitkumar Garibsingh was forged and fabricated or that said Ranjitkumar Garibsingh had agreed to sell the said property on the basis of the forged and fabricated power of attorney. The nature of allegations levelled against the Applicants do not justify custodial interrogation. There is no material to indicate that the Applicants have criminal antecedents.

8. Under the circumstances the applications are allowed on the following terms and conditions:-

- (i) In the event of the arrest of the Applicants in Crime No.I-76 of 2015 registered at Khandeshwar Police Station, Navi Mumbai, the Applicants shall be released on bail on furnishing bail bonds of Rs.50,000/- (Rupees Fifty Thousand only) each with one or two sureties to the like amount to the satisfaction of the learned Judicial Magistrate, First Class, Panvel.
- (ii) The Applicants shall report to the Investigating Officer for seven days from 10.00 a.m. to 2.00 p.m. from the date of receipt of the order and further as and when required by the Investigating Officer for the purpose of investigation and interrogation.
- (iii) The Applicants shall furnish their permanent as well as temporary addresses, if any, to the Investigating Officer and the Investigating Officer shall verify the authenticity of the said addresses before releasing the Applicants on bail.

**(ANUJA PRABHUDESSAI, J.)**