IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.4 OF 2017

Sudarshan Shriram Pandit ... Applicant
Vs.
The State of Maharashtra .. Respondent

Mr.Sanjiv Punalekar i/b PRS Legal for the Applicant
Mr.S.S. Hulke, APP, for Respondent – State

CORAM: Mrs.MRIDULA BHATKAR, J.
DATED: FEBRUARY 7, 2017

P.C. :

1. The application is moved by the applicant/accused for pre-arrest bail under section 438 of Criminal Procedure Code. The applicant/accused is prosecuted for the offences punishable under section 420 r/w section 34 of the Indian Penal Code in C.R. No.90 of 2016 registered at Ratnagiri (Rural) Police Station, at the instance of one Ajay Ashok Kadam. It is the case of the prosecution that the co-accused Mahesh Nawathe and Nivedita Mahesh Nawathe have formed one company in the name and style of Ratnagiri Infrastructure Private Limited, Ratnagiri and they launched a scheme of Utopia Smart city, wherein they advertised sale of plots each admeasuring 3000 sq.ft. N.A. Plots. It was also promised that if the transaction is not complete by registered sale

deed and the possession is not given within the stipulated period, then, the entire amount which is invested/paid by the purchaser, would be returned with 15% rate of interest. On believing this offer and the promise, the complainant Ajay Kadam invested nearly about Rs.4,05,000/-, however, he was not given the plot. Similarly, no amount with interest was returned to the complainant. He also realised that some other persons had also invested money believing in the representation of the company, however, they also did not get the possession of the plot nor have they been repaid the amount with interest. Thus, he found that he was cheated by accused Nos.1 and 2 and his associates. It is the case of the prosecution against the applicant/accused that he was employed in the company of the principal accused Mahesh Nawathe and Nivedita Nawathe and they have executed power of attorney in favour of the applicant/accused and he had signed the agreements on behalf of the company and, therefore, he is involved in this case.

2. The learned Counsel for the applicant/accused has submitted that after getting interim bail, he has attended the Police Station and he has cooperated with the police. He was working for

the company as he was in the employment. The power of attorney was executed by principal accused in his favour and, therefore, as a part of his job, he has signed agreements with the investors. The said power of attorney is not with him, however, he has given copy of the said power of attorney.

3. Learned Prosecutor opposes the application, however, he admits that the applicant/accused was in employment of the company and he has signed all the documents.

4. Perused the papers and considered the submissions of the learned Counsel for both sides as also the facts of the case. The applicant/accused was the employee of the company. Besides this, no money is transferred in his name and it appears that he is not a beneficiary of the amount. Hence, the interim bail granted to him by earlier order dated 10.1.2017 is hereby confirmed with the same bail bond. Further, the applicant/accused is directed to attend the concerned Police Station as and when called and cooperate in the investigation, till the filing of the chargesheet.

5. Anticipatory Bail Application is disposed of accordingly.

(MRIDULA BHATKAR, J.)