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

ANTICIPATORY BAIL APPLICATION NO.40 OF 2017

Baban Piraji @Pilaji Ghadge

...Applicant

Versus

The State of Maharashtra

...Respondent

Mr.Uday P. Warunjikar, for the Applicant

Mr.Rajan Salvi, A.P.P for the Respondent-State

API – Sharad Dole, Taloja Police Station.

CORAM : REVATI MOHITE DERE, J.

DATE : 30th JUNE, 2017

P.C. :

1. Heard learned Counsel for the parties.
2. By this application, the applicant seeks pre-arrest bail in connection with M. Case No.142 of 2016 registered with the Taloja Police Station, for the alleged offences punishable under Sections 420, 416, 406, 417, 418, 419, 463, 464, 465 of the Indian Penal Code.

3. Learned Counsel for the Applicant states that the allegations as against the applicant are false and baseless. He submitted that the applicant had no reason to know and suspect, that Tukaram Balya Bhoir, was not the owner of the land in question. He submitted that Tripartite Agreements were entered into with CIDCO, the applicant and Tukaram Bhoir, in respect of the land which was situated in Taloja and that since CIDCO was involved, there was no reason to doubt, Tukaram's ownership rights. He submitted that the applicant has attended the concerned police station for about six months and has co-operated with the trial.

4. Learned APP opposed the application. He does not dispute the fact, that the applicant has attended the concerned police station.

5. Perused the papers. It appears that the land in question was acquired by the State of Maharashtra and award was passed under Section 11 of the Land Acquisition Act in the year 1985. It also appears that compensation was also received allegedly by the original landlord- Tukaram Balya Bhoir and that CIDCO had handed over possession receipts to Tukaram Bhoir. It also appears that Tukaram Bhoir was

allotted the land, under the 12.5% scheme and that the documents were given by Tukaram Bhoir to the applicant. On the basis of the said documents, Tukaram Bhoir entered into an unregistered agreement with the Applicant and some payment was also made by the applicant to Tukaram Bhoir. The total consideration agreed upon was Rs.22,45,000/-. It appears that, thereafter, a Tripartite Agreement dated 12th January, 2011, was entered into, in respect of the said property, between the applicant, CIDCO and Tukaram Bhoir. Prior, to the said Tripartite Agreement, a registered Lease Deed was executed between CIDCO and Tukaram on 6th January, 2011. It appears that thereafter, the applicant sold the said property to a 3rd party, again by a Tripartite Agreement dated 24th March 2011. The said Tripartite Agreement was entered into between CIDCO, the applicant and Mr.C.Samraj and Ms.Lakshmi Samraj. Both, the aforesaid Tripartite Agreements as well as the Lease Sale Deed are registered documents. It appears that in 2016, the complainant – Tukaram Balya Bhoir, filed a complaint alleging therein, that the land in question, belonged to him and that Tukaram Bhoir with the help of the Applicant and others, had grabbed his land. It appears that all the documents are in the custody of the police. *Prima facie*, it appears, that CIDCO had handed over the

possession receipts to Tukaram Bhoir, on the basis of which Tukaram Bhoir, sold the land to the applicant.

6. In the peculiar facts of this case, the custodial interrogation of the applicant is not required. The application is accordingly allowed and the applicant is granted pre-arrest bail on the following terms and conditions :

ORDER

(i) In the event of the arrest, the applicant be enlarged on bail on executing P.R. Bond in the sum of Rs.30,000/- with one or two sureties in the like amount ;

(ii) The applicant shall report to the Investigating Officer of the concerned Police Station as and when called, till the filing of the charge-sheet or for a period of three months from today, whichever is earlier;

(iii) The applicant shall not contact the complainant, witnesses or any person concerned with the case;

(iv) The Applicant shall co-operate with the Investigating Agency.

7. The Application is allowed in the aforesaid terms and is accordingly disposed of.

8. It is made clear that the observations made herein are *prima facie* and are confined to this application.

9. All concerned to act on the authenticated copy of this order.

(REVATI MOHITE DERE, J.)