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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

BAIL APPLICATION NO.1392 OF 2017

Rahul Vinod Katyal .Applicant

Vs.

The State of Maharashtra .Respondent

WITH
CRIMINAL APPLICATION NO.600 OF 2017
(For Intervention)
IN
BAIL APPLICATION NO.1392 OF 2017

M/s. Sunrise Build Mark Pvt. Ltd. Intervenor

IN THE MATTER BETWEEN

Rajesh Bajaj & ors. .Accused

V/s.

The State of Maharashtra .Respondent

Mr.R.G.Gadgil a/w. Mr.Pradeep Sohoni, Advocate, for the Applicant
Mr.A.S.Patil, APP, for the Respondent – State
Mr.A.S.Pande, Advocate, for the Intervenor

CORAM : REVATI MOHITE DERE, J.

DATE : 22.08.2017

P.C.

. Heard learned counsel for the parties.

2. By this Application, the Applicant seeks his enlargement on bail in connection with M.E.C.R.No.2 of 2015 registered with the Amboli Police Station, Mumbai, for the alleged offences punishable under Sections 420, 465, 467, 468, 471, 472 & 120B of the Indian Penal Code.

3. Learned counsel for the Applicant submits that admittedly, the transaction had taken between the Complainant – Manoj Arora and Rajesh Bajaj and that the Applicant was in no way concerned with the said transaction. He submitted that the Civil Suit filed by the Complainant, is also as against Rajesh Bajaj. He further submitted that the only allegation as against the Applicant is, that he helped Rajesh Bajaj to prepare forged documents, which is also not borne out by the material in the charge-sheet. It is alleged that an amount of Rs.27,00,000/- was transferred by Rajesh Bajaj to the Applicant's account.

4. Learned APP is unable to point out any material to show the complicity of the Applicant in preparing forged documents. He does not dispute the fact, that the Applicant has not been named in the FIR. He submits that the Applicant has received an amount of Rs.27,00,000/-

from Rajesh Bajaj. He does not dispute the fact that co-accused – Rajesh Bajaj has been enlarged on bail by the trial Court.

5. Perused the papers. According to the Complainant - Manoj Arora, in 2012, he was desirous of opening an office in Mumbai and hence, contacted one Vijay Ramanand Mishra, an estate consultant in Mumbai, who in turn introduced him to Rajesh Bajaj. According to the Complainant, Rajesh Bajaj had shown him one place, situated at Gala No.27, Laxmideep Industrial Estate, New Link Road, Andheri(W), Mumbai. Pursuant thereto, the Complainant inspected the documents relating to the gala shown by Rajesh Bajaj and found the same to be in order. Thereafter, a meeting was arranged with Rajesh Bajaj, and the Complainant decided to purchase the said gala from Rajesh Bajaj for a consideration of Rs.1,75,00,000/-. An MOU was also entered into between the Complainant and Rajesh Bajaj. The Complainant paid an advance of Rs.60,00,000/- to Rajesh Bajaj through RTGS and handed over cash of Rs.10,00,000/- to Rajesh Bajaj. Further payments were also made by the Complainant to Rajesh Bajaj. It is alleged by the Complainant that despite payments and repeated reminders, Rajesh Bajaj did not handover possession of the said gala to the Complainant. Pursuant thereto, the Complainant filed a private complaint in the Court

of the learned 66th Metropolitan Magistrate's Court, Andheri, Mumbai and the learned Magistrate was pleased to pass an order under Section 156(3) of the Code of Criminal Procedure, pursuant to which, the aforesaid M.E.C.R.No.2 of 2015 was registered. It is not in dispute, that co-accused – Rajesh Bajaj has been enlarged on bail by the trial Court. Admittedly, the transaction was between the Complainant and Rajesh Bajaj. Learned APP although has alleged that the Applicant helped Rajesh Bajaj in preparing the forged documents, learned APP is unable to show any statement to that effect. No doubt, an amount of Rs.27,00,000/- was transferred by Rajesh Bajaj to the Applicant's account but that by itself, would not be sufficient to deny bail to the Applicant. Investigation is complete and charge-sheet is filed. The Applicant is in custody since 03.03.2017 and hence his continued detention is not warranted.

6. Considering the aforesaid, the Application is allowed and the Applicant is enlarged on bail on the following terms & conditions:-

O R D E R

(i) The Applicant be enlarged on bail, on executing PR Bond in the sum of **Rs.25,000/-** with one or two sureties in the like amount;

(ii) The Applicant shall report to the investigating officer of the concerned police station on the **1st Saturday of every month** between **10.00 a.m. to 11.00 a.m.** for a period of one year from the date of his release;

(iii) The Applicant shall not tamper with the evidence or attempt to influence or contact the complainant, witnesses or any person concerned with the case;

(iv) The Applicant shall inform his latest place of residence and mobile contact number immediately after being released and/or change of residence or mobile details, if any, from time to time to the Court seized of the matter and to the Investigating Officer of the concerned Police Station;

(v) The Applicant to cooperate in the conduct of the trial.

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

8. In view of disposal of the Application, the Intervention Application, being Cri. Appln.No.600 of 2017 does not survive and the same stands disposed of accordingly.

9. It is made clear that the observations made herein are

prima facie, and the trial Court shall decide the case on its own merits, in accordance with law, uninfluenced by the observations made in this order.

Parties to act on the authenticated copy of this order.

(REVATI MOHITE DERE, J.)