

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

CRIMINAL BAIL APPLICATION NO.1492 OF 2017

Sanjay Pandurang Koli	..	Applicant
Vs.		
The State of Maharashtra	..	Respondent

Mr.Mahesh V. Rawool for the applicant.

Mr.S.R.Agarkar, Additional Public Prosecutor for respondent.

CORAM : T.V. NALAWADE, J.

DATE : 23rd August 2017

P.C. :-

. The application is filed for relief of bail in C.R. No.I 02 of 2017 registered with Kalamboli Police Station for the offences punishable under Sections 420, 465, 467, 468, 471, 474 read with 34 of the Indian Penal Code. Both the sides are heard.

2. A crime is registered on the basis of report given by one Doctor Venkat Alhad. In the year 2013, Raju Mulani Estate Agent and One Baiju who were known to the first informant came to inform the first informant with Avinash P. Koli. It was represented to the informant that to one Vasant Shete plot No.34 was allotted at Road-Pali admeasuring 600 sq.mtr. in lieu of his land acquired. Copies of the documents like letter of allotment dated 19th November 2007, lease documents of 2013 were shown and the documents like MOU executed between the said owner Vasant Shete were shown. Even Vasant Shete was introduced to the first informant.

3. Due to the representation made and the record shown the informant agreed to purchase the property for consideration of Rs.4,24,80,000/-. MOU was signed by Shete, Avinash Koli, informant and his wife and under MOU an amount of Rs.49 lakh was given to the Vasant Shete. The amount of Rs.1.63 crore was given to Avinash Koli by cheque and then cash of Rs.2.12 crore was also given to Avinash Koli.

4. After preparing the aforesaid MOU, the first informant Venkat decided to develop the property with other persons and his wife. On 17th December 2013, another document which can be called as tripartite agreement was prepared and it was signed by Vasant Shete. This document was registered in the office of Sub-Registrar. One more document like Deed of Assignment was made in favour of one concern Pratik Anant Enterprises created by the first informant and it was also signed by Avinash Koli and Vasant Shete. Permission was obtained from CIDCO on 25th June 2014 and actual construction was also started.

5. In September 2014, the Avinash Koli came with Sanjay Koli (applicant) to the informant Doctor Venkat and on that occasion, he represented that there was one Prakash Naga Bhoir to whom plot nos.35 and 36, Sector 16, at Roadpali admeasuring 600 sq.mtr. were allotted by CIDCO and he was ready to sell those plots. Due to previous transaction, the first informant was convinced. Similar record was shown and so the documents were signed this time even by the applicant Sanjay Koli. Allegation is made that this time, the amount of Rs.8,69,30,000/- was given and the documents like MOU including tripartite agreement were registered.

6. In September 2015, Sanjay Koli and Avinash Koli came to the informant again and this time they informed that Gokul Kate was having plot no.52 having size 650 sq.mtr. at New Mumbai, Sector 16. Letter of allotment of CIDCO dated 11th June 2008 and copy of the lease document dated 29th June 2008 were shown. This time, new concern like Bhagyalaxmi Homes was created and the agreement was prepared in favour of that concern. This time, the amount of Rs.1,09,86,160/- was given by cheque and the cash amount of Rs.1,80,00,000/- was given. More amount was given to other agent and this time also, the documents of the aforesaid nature were prepared and executed.

7. Subsequently, it revealed that the aforesaid plots purchased by the informant were not allotted by CIDCO to anybody. He realized that the present applicant, Avinash Koli and other persons who were presented as owners had deceived him and he was duped.

8. Submission made and papers of investigation show that the applicant came to be arrested on 2nd January 2017 and since then he is in jail. The investigation revealed that the amount of around of Rs.1.5 crore had gone to the share of the present applicant. Papers of investigation revealed that he had returned the amount of Rs.60 lakhs to the real owners.

9. Learned counsel for the applicant submitted that bail is granted to the other persons and some persons were even granted anticipatory bail. It appears that some persons were granted bail subject to deposit of an amount and some persons were granted without

imposing such condition. It is not certain as to how much time will be required for disposal of the case which may be filed against the present applicant. Everything is the matter of record. A query was made by this Court and the learned counsel for the applicant was asked to show bonafides. The learned counsel submitted that a direction can be given and some amount can be directed to be deposited. He submitted that at his own, the applicant is ready to deposit an amount of Rs.35 lakh. In view of the nature of allegations made against the present applicant and the material collected, this Court holds that subject to some condition like asking the applicant to deposit a sum of Rs.50 lakh in the Court, bail needs to be granted.

10. In the result, application is allowed subject to condition of depositing a sum of Rs.50 lakh by the present applicant in C.R. No.I 02 of 2017 registered with Kalamboli Police Station for the offences punishable under Sections 420, 465, 467, 468, 471, 474 read with 34 of the Indian Penal Code as the amount which can be treated as property under Section 410 of the Indian Penal Code. Only after depositing the amount in the Court, he is to be released on bail on his furnishing P.B. in the sum of Rs.1 lakh with one or more solvent sureties of the like amount. The applicant is not to tamper with the prosecution witnesses. He is not to commit similar offences. He is to deposit his passport and other similar record before the police. Only after that, he is to be released on bail. He is not to leave the area of Navi Mumbai and Raigad without prior permission of the Sessions Court, Raigad, Alibaug.

T.V.NALAWADE, J.