

Anand

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

ANTICIPATORY BAIL APPLICATION NO.1232 OF 2017

1. Abhaysinh Ramchabilalsinh Thakur .Applicants
2. Sheetal Abhaysinh Thakur

Vs.

The State of Maharashtra .Respondent

Mr.R.Yadav, Advocate, for the Applicants
Mr.S.H.Yadav, APP, for the Respondent – State

CORAM : REVATI MOHITE DERE, J.

DATE : 03.08.2017

P.C.

. Heard learned counsel for the parties.

2. By this Application, the Applicants seek pre-arrest bail in connection with C.R.No.19 of 2017 registered with the Sinhgad Road Police Station, Pune, for the alleged offences punishable under Sections 465, 466, 471, 420, 406 r/w 34 of the Indian Penal Code.

3. Learned counsel for the Applicants submits that the complaint has been filed with a malafide intention. He submits that the intention and the object of the complaint, is to ensure that the

Complainant does not have to pay the balance amount. He further submitted that the Applicants were not required to submit the 8-A extract and hence there is no merit in the allegation that the Applicants submitted the 8-A extract. He further submits that custody of the Applicants is not required, in the facts of the case.

4. Learned APP opposes the Application. Learned APP has filed an Affidavit of Jyoti Chandrakant Gadkari, API, attached to the Sinhagad Road Police Station, Pune, for opposing the grant of any ad-interim or interim relief. According to the learned APP, the documents on record, clearly show the complicity of the Applicant No.1. He submitted that it is the Applicant No.1, who had submitted the 8-A extract to the Bank and that the said 8-A extract is a fabricated document. He submitted that the signature thereon, is not of any officer of the Grampanchayat.

5. Perused the papers. The Applicants have a housing scheme, by the name 'Tuljabhavani' and are selling one RK and one BHK flats. Both the Applicants, are partners of the said construction firm namely 'Thakurji Constructions'. It appears, that money was taken from the Complainant and several other flat purchasers, by executing an

Agreement. It is alleged by the Complainant, that despite taking money from him and other purchasers, the Applicants failed to handover possession or return the amounts and as such, have cheated the Complainant and other flat purchasers. The Applicant No.1 - Abhaysinh Thakur is also alleged to have handed over an 8-A extract of the property to the Bank, so that the Complainant and others could secure loan from Rajashree Shahu Co-operative Bank Ltd. During investigation, statements of several witnesses have been recorded, which show that an amount of Rs.42,95,000/- was paid to the Applicant No.1, by cheques and cash. It was also revealed in the course of investigation, that the 8-A extract was not issued by the Grampanchayat, Dhayari, Pune and that the original document shows, that the property was standing in the name of 'Swami Samarth Developers'. A perusal of the letter addressed by the Rajashree Shahu Co-operative Bank Ltd., Pune also shows, that the 8-A extract was handed over by the Applicant No.1 to them and not by the Complainant. Perused the original 8-A extract as well as the forged 8-A extract. It appears that the original 8-A extract stands in the name of 'Swami Samarth Developers'. The forged 8-A extract shows a different name. Prima facie, it appears that the said document i. e. 8-A extract is forged and fabricated i. e. the signature and the stamp thereon. Prima facie, it appears that the Applicant No.1 has

prepared a forged document and has cheated the Complainant and others to the tune of Rs.42,95,500/-. All the allegations are essentially as against the Applicant No.1.

6. Considering the same, the prayer for pre-arrest bail sought by Applicant No.1 stands rejected.

7. As far as the Applicant No.2 is concerned, she is the wife of Applicant No.1. Learned APP on instructions, fairly states that there is no material, at this stage, qua the Applicant No.2.

8. Considering the aforesaid, the Application is partly allowed. The Applicant No.2 is granted pre-arrest bail on the following terms & conditions:-

ORDER

(i) In the event of arrest, the Applicant No.2 - Sheetal Thakur be enlarged on bail, on executing PR Bond in the sum of **Rs.50,000/-** with one or two sureties in the like amount;

(ii) The Applicant No.2 – Sheetal Thakur shall report to the investigating officer of the concerned police station on **every Friday & Saturday** between **10.00 a.m. to 12.00 noon** till the filing of the

charge-sheet or for a period of three months whichever is earlier;

(iii) The Applicant No.2 – Sheetal Thakur shall not tamper with the evidence or attempt to influence or contact the complainant, witnesses or any person concerned with the case.

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

10. 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.

11. If an Application for regular bail is filed by Applicant No.1, the same shall be considered on its own merits, uninfluenced by the observations made in this Application.

Parties to act on the authenticated copy of this order.

(REVATI MOHITE DERE, J.)