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

ANTICIPATORY BAIL APPLICATION NO.1502 OF 2017

Harshal Rajendra Vadgama	...Applicant
Versus	
The State of Maharashtra	...Respondent

***WITH
ANTICIPATORY BAIL APPLICATION NO.1503 OF 2017***

1. Geeta Rajendra Vadgama	
2. Vaishali H. Gajjar	...Applicants
Versus	
The State of Maharashtra	...Respondent

Mr.V.T.Dubey, for the Applicants in both the Applications.

Ms.Veera Shinde, A.P.P for the Respondent-State.

Mr.R.D.Suryawanshi, for the Original Complainant.

PN/2747– M.A.Parkale, Kashimira Police Station.

CORAM : REVATI MOHITE DERE, J.

DATE : 13th SEPTEMBER, 2017

P.C. :

1. Heard learned Counsel for the parties.
2. By these applications, the applicants seek pre-arrest bail in

connection with C.R. No. I-339 of 2017 registered with the Kashimira Police Station, Thane, for the alleged offences punishable under Sections 420, 447 r/w 34 of the Indian Penal Code.

3. Learned Counsel for the applicants submitted that the applicants have been falsely implicated in the aforesaid case, only because the applicants are the wife and children of co-accused – Rajendra Jivanlal Vadgama. He submitted that although the Development Agreement was signed by the applicants alongwith co-accused – Rajendra, the amounts received from the complainant have not gone into the accounts of any of the applicants.

4. Learned APP does not dispute the same.

5. It appears that the Development Agreement was entered into between the applicants alongwith co-accused – Rajendra with Kuldeep U. Ostwal with respect to a property. No doubt, the applicants are signatories to the said Development Agreement, but the amounts have being paid by the complainant directly to co-accused – Rajendra. It appears that

subsequently the amounts have been transferred by co-accused – Rajendra into the account of the applicant – Harshal Rajendra Vadgama. It appears that a letter was submitted by co-accused – Rajendra to the Talathi, stating therein, that except he and his mother, there are no heirs to the property, which is situated at Mira Road, which is the subject matter of the Development Agreement. The said letter has only been signed by co-accused – Rajendra.

6. Considering the role of the applicants, the applicants deserve to be granted pre-arrest bail. Accordingly, the application is allowed and the applicants are granted pre-arrest bail on the following terms and conditions :

ORDER

(i) In the event of the arrest, the applicants be enlarged on bail on executing P.R. Bond in the sum of Rs.20,000/- each, with one or two sureties in the like amount ;

(ii) The applicants 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.

7. The Applications are allowed in the aforesaid terms and are accordingly disposed of.

8. It is made clear, that the observations made herein are *prima facie* and are confined to these applications.

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

(REVATI MOHITE DERE, J.)