

Vidya Amin

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION No. 1711 OF 2016

Hanumant Nama Patil	...	Applicant
Vs.		
The State of Maharashtra	...	Respondent

Mr. Sandip Dilip Shinde, Advocate for the applicant.

Mr. Rajan Salvi, APP for the State.

Mr. Vasant J. Sapre, A.P.I., Khandeshwar Police Station, Navi Mumbai present.

CORAM: **MRS.MRIDULA BHATKAR, J.**
DATE: **19th January, 2017.**

P.C.:

The Application is moved for pre-arrest bail under section 438 of Cr. P.C. The applicant/accused is facing charges under sections 420 r/w. 34 of Indian Penal Code and under section 4(1) and 16(1) of Maharashtra Ownership of Flats Act, 1963 in C.R. No. 35 of 2016 registered with Khandeshwar Police Station on 22nd February, 2016 at the instance of one Ganesh Kondiba Yelkar.

2. It is the case of the prosecution that the complainant, his friends and relatives booked the flats with Sai Enterprise Builders and Developers, who promised to give them the house at a very reasonable rate. The complainant in the year 2013 & 2014 paid total amount of Rs.2,50,000/- to co-accused Anil Nanaware and Chandrakant Waghmare, who promised him and his friends that the flats will be ready within time. However, till

February, 2016 neither the construction work began nor the applicant/accused and co-accused returned the money paid by the complainant and his friends. Hence, the complainant gave information to the police and pursuant to the information, the offence was registered.

3. The learned counsel for the applicant/accused has submitted that the applicant/accused earlier was the partner of Sai Enterprise Builders and Developers, however on 26th June, 2012 by registered MOU, the applicant withdrew from the entire transaction of Sai Enterprise Builders and Developers, as he did not have sufficient money to purchase the land for the development along with other partners. The learned counsel submitted that after June 2012 the applicant had no association with the partners of Sai Enterprise Builders and Developers. The applicant did not sign any document and he is falsely implicated in this case because he was a partner of Sai Enterprise Builders and Developers.

4. Learned APP opposed the Application and submitted that in June 2012 the applicant/accused have signed on various documents and the Agreements were entered into with other purchasers from time to time. He submitted that the company had duped nearly 81 persons and have committed fraud of Rs.1,68,36,000/-.

5. Perused the FIR, MOU of withdrawal of the applicant/accused from the land transactions of Sai Enterprise Builders and Developers. Perused the documents produced by the prosecution where the signatures of applicant/accused Hanumant Nama Patil are seen. *Prima facie* the signatures on the documents differ from the other and the police may investigate this fact. After considering the evidence, the custodial interrogation of the applicant/accused is not required. Hence, I confirm the interim pre-arrest bail granted to the applicant/accused by this Court on 1st October, 2016 with the same bail bond. The applicant/accused is directed to cooperate the police and attend the concerned police station as and when called by the investigating agency.

6. Anticipatory Bail Application is disposed of on above terms.

(MRIDULA BHATKAR, J.)