IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.1960 OF 2016

Shri Sandeep Sudhir Jadhav ... Applicant

Vs.

The State of Maharashtra .. Respondent

Mr.Shirish Gupte, Sr.Advocate I/b Ganesh Bhujbal for the Applicant
Mrs.N.S. Jain, APP, for Respondent – State
Mr.Abhijit Desai for the complainant

CORAM: Mrs.MRIDULA BHATKAR, J.

DATED: JANUARY 12, 2017

P.C. :

1. The applicant/accused has filed this application for pre-arrest bail as he is prosecuted for the offences punishable u/s 420, 4675, 466, 467, 468, 471 r/w section 34 and section 120B of the Indian Penal Code in C.R. No.462 of 2016 registered with Chatushrungi police station on 26.10.2016. One Sanjay Kachardas Mutha is a land dealer. He had entered into a sale deed of 3 acres of land at Baner by registered sale deed dated 16.6.1988 and the said sale deed was against corrected in respect of identifying the land by agreement dated 31.1.1989. Out of that, he agreed to purchase

the land for a consideration of Rs.90 lakhs and 3700 sqft. TDR on 11.1.2013. The parties entered into MoU on 12.1.2013 and an amount of Rs.5 lakhs was paid by the applicant/accused and the co-accused on 11.1.2013. At that time, they did not allow him to read the complete document. On 5.2.2013, Hemant Gandhi, the co-accused, obtained a registered power of attorney from him. At that time, his lawyer was present. At that time, he realised that the total consideration of Rs.90 lakhs was substituted by Rs.50 lakhs and TDR of 3700 sq.ft. The co-accused Hemant Gandhi on enquiry told him that one Rajendra Chandere at Baner was in possession of the land and they had to pay him Rs.35 lakhs in handing over the possession and therefore, the amount is reduced from Rs.90 lakhs to Rs.60 lakhs. The complainant told the that he did not have any land dealing with Rajendra Chandere and the title of his land was clear. The applicant/accused and the co-accused Hemant Gandhi in January, 2016 lodged complaint against the complaint that the complainant had sold the land earlier to one Rajendra Chandere by agreement dated 21.11.1989 and therefore, they filed complaint of cheating against him.

2. It is the case of the complainant that the alleged agreement

dated 21.11.1989 produced by the applicant/accused and the co-accused was bogus. The applicant/accused has created a bogus case in the name of one Rajendra Chandere only with a view of ulterior motive to deprive him of Rs.30 lakhs and created a bogus claim of Rajendra Chandere, thus, they have cheated him for Rs.30 lakhs which was the agreed price of the land. Hence, this application for bail.

3. Mr.Gupte, the learned Senior Counsel appearing for the applicant/accused, submitted that the applicant/accused and the co-accused have in fact not only paid Rs.60 lakhs but total Rs.90 lakhs to the complainant. The complainant has lodged a false bogus case against the applicant/accused. He pointed out that in the complaint itself, he has acknowledged the receipt of Rs.60 lakhs. The learned Senior Counsel relied on the Income Tax returns and the Bank statements wherein it is shown that from time to time, the amounts were paid to the complainant, which is upto Rs.90 lakhs. He submitted that the applicant/accused has not committed any offence muchless the offence of forgery.

4. Learned Prosecutor and the learned Counsel for the complainant have opposed the application and argued that the

sale deed and possession receipt of 21.11.1989 is bogus. The complainant did not sign the said possession receipt and the agreement dated 21.11.1989 but the applicants/accused have forged the signature of the complainant and under the camouflage of agreement of 1989, the applicants/accused have made out a case of a bogus transaction in connivance with Rajendra Chandere to cause wrongful loss to the complainant of Rs.30 lakhs.

5. Learned Prosecutor has opposed the application.

6. Perused the complaint and all the relevant documents. Perused the bank entries, the Income Tax entries which are pointed out by the learned Senior Counsel in respect of the payment made by the applicant/accused from his account to the complainant. Thus, payments are more than Rs.60 lakhs. Similarly, the complainant has accepted that he has received Rs.60 lakhs. The dispute is in respect of Rs.30 lakhs, which was supposed to be paid to him in the year 2013. No suit for recovery or declaration is filed by the complainant in the civil Court. Moreover, the alleged agreement of 1989 is not a registered document before any authority. All these forged documents are

available with the police for investigation. Under such circumstances, I am of the view that no custodial interrogation is required, hence, I confirm the pre-arrest bail granted by order dated 16.11.2016 on the same amount and terms. The applicant/accused shall attend the concerned police station as and when called and cooperate with the Investigating Officer.

7. Anticipatory Bail Application is disposed of accordingly.

(MRIDULA BHATKAR, J.)