

Nalawade

FARAD CONTINUATION SHEET No.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CRIMINAL APPLICATION NO. 33 OF 2016

Kisan Ramdas Mhatre

vs.

Subhash A. Bhoir and anr.

WITH

CRIMINAL APPLICATION NO. 32 OF 2016

Mahendra V. Mhatre

vs.

Subhash A. Bhoir and anr

WITH

CRIMINAL APPLICATION NO. 64 OF 2016

Kisan Ramdas Mhatre

vs.

Subhash A. Bhoir and anr

WITH

CRIMINAL APPLICATION NO. 65 OF 2016

Mahendra V. Mhatre

vs.

Subhash A. Bhoir and anr

WITH

CRIMINAL APPLICATION NO. 66 OF 2016

Ramdas L. Mhatre

vs.

Subhash A. Bhoir and anr.

WITH

CRIMINAL APPLICATION NO. 67 OF 2016

Kisan Ramdas Mhatre

vs.

Subhash A. Bhoir and anr

WITH

CRIMINAL APPLICATION NO. 68 OF 2016

Mahendra V. Mhatre

vs.

Subhash A. Bhoir and anr

WITH
CRIMINAL APPLICATION NO. 69 OF 2016
Mahendra V. Mhatre
vs.
Subhash A. Bhoir and anr

Office Notes, Office Memorandum of Coram, appearances, Court's orders or directions and Registrar's orders	Court's or Judge's orders
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Mr. Atul Damle, Sr. Advocate i/by A.P. Mhatre for the applicants.

Mr. V.V. Gangurde, APP for the Respondent-State.

CORAM : A.S.GADKARI, J.

DATE : 6th March, 2018

P.C.

1. These are applications under Section 378(4) of the Cr.P.C., seeking leave to file appeal against the Judgment and Order dated 3.11.2015 passed in Summary Trial Case Nos. 112/2009, 111/2009, 114/2009, 115/2009, 116/2009, 117/2009, 118/2009, 119/2009 respectively by the learned 3rd Joint Judicial Magistrate First Class, Vasai by its Judgment and Order dated 3.11.2015 thereby acquitting the respondent No.1 from the offence punishable under Section 138 of the Negotiable Instruments Act.
2. The applicants are the complainants in the afore stated complaints filed under Section 138 of the Negotiable

Instruments Act. It is the case of the complainant that the respondent No.1-accused entered into an agreement with them for purchase of their land bearing Survey No.11 lying and situate at Village Deodan, Taluka Vasai and District Palghar and the said cheques in question were issued by respondent No.1 towards the consideration of purchase of the said land. The respondent No.1 before the Trial Court has taken a specific defence and denied the execution of any agreement for purchasing of the said land bearing Survey No.11 lying and situate at Village Deodan, Taluka Vasai, District Palghar from the respective complainant. It is the specific and categorical defence of respondent No.1 that he did not enter into any agreement with the respective complainants and therefore, issuance of disputed cheques in favour of the respective complainants does not arise at all. The Trial Court after taking into consideration the defence of respondent No.1 was pleased to acquit him from the charges under Section 138 of the Negotiable Instruments Act.

3. After minutely perusing the entire record made

available before this Court, this Court is of the considered opinion that the defence adopted by respondent No.1 is a valid defence. It is also to be noted here that, the Trial Court in the impugned Judgment and Order has observed that the complainants have also failed to produce on record any agreement to substantiate their claim.

4. After perusing the record, this Court is of the opinion that, the view adopted by the Trial Court is a reasonable and probable in the facts and circumstances of the present matters. I find no error in the respective Judgment and Order passed by the Trial Court. No case for grant of leave is made out.

5. Applications are accordingly rejected.

(A.S.GADKARI, J.)