

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

BAIL APPLICATION NO.1790 OF 2018

Dinkar Shiva Yele		Applicant
<u>Vs.</u>		
The State of Maharashtra		Respondent

Ms. Rukmini Khairnar for the Applicant.
Mr. S.R. Agarkar, APP for the State.

Mr. K.S. Meher, PSI, Trimbakeshwar police station.

Coram : Smt. Sadhana S. Jadhav, J.
Date : 13th August, 2018

P.C.:

1 Heard the learned counsel for the applicant and the learned APP.

2 This is an application under Section 439 Code of Criminal Procedure. The applicant is in custody since 8th March 2018 in Crime No. 23 of 2018, registered at Trimbakeshwar Police Station on 7th March 2018. The investigation is completed and the charge-sheet is filed.

3 It is the case of the prosecution that on 7th March 2018, Ms. "X" lodged a report at the police station alleging therein that the applicant is also the resident of same village i.e. Bhokarpada, Rajewadi, Taluka Trimbakeshwar. That on 23rd January 2018, when she was alone at home, the applicant had been to her house to enquire as to whether she was alone at home. Upon receiving the affirmative answer, he had been to the house of the complainant. He had taken undue advantage of her loneliness and thereafter had ravished her. On the same day, she had informed her parents about the said acts of the applicant. Thereafter the victim, her parents and the Police Patil of the said village had been to the house of the applicant and had proposed to get her married to the present applicant. It is alleged that thereafter the applicant had refused to get married to the complainant and hence, the first information report was lodged.

4 In the course of investigation, it had transpired that the complainant is a minor and the applicant is hardly 19 years old.

That on 24th January 2018, a notarised document was executed between the father of the complainant and the brother of the applicant and the applicant himself and sale-deed was purportedly executed showing that the land admeasuring 8 Hectare and 62.6 Are is sold to the father of the complainant. Paragraph 10 of the said sale-deed indicates that the remainder amount was to be paid and registered sale-deed would be executed. It was agreed that the land was to be transferred in the name of the complainant and the present applicant.

5 In the course of hearing, learned counsel for the applicant has also placed on record the selfie photographs of the complainant and the applicant. It is submitted that in fact the applicant is also hardly 19 years old. They were in love. Only after the parents had learnt about their intimacy, it was decided to get them married. It is submitted by learned counsel for the applicant that subsequently the father of the complainant had refused to transfer in the name of the complainant and the present applicant

and had insisted that the sale-deed be executed in his name and therefore, a discordant note had been struck between both the families. The marriage between the complainant and the applicant had not materialised and therefore the first information report was lodged.

6 Perusal of the papers of investigation, which shows that according to the complainant the alleged incident is dated 23rd January 2018, whereas the notarised document i.e. agreement to sale was executed on 25th January 2018 i.e. on the very next day of the alleged incident. It appears that the transaction had not worked out and therefore on 7th March 2018, the first information report was lodged. The said agreement to sale does not inspire confidence as it was shown that the land was purchased and was not a matter for compromise between both the families. It is pertinent to note that on 9th March 2018, the father of the complainant has lodged a report alleging therein that there was the Community Panchayat after about two weeks of the alleged incident dated 23rd January 2018. It is

alleged that the father of the complainant was forced to destroy the document of agreement to sale. The father of the complainant had refused to destroy the said document and therefore the community had decided to extern him from the community.

7 In view of all the above facts, the applicant herein deserve to be enlarged on bail. It appears that the said agreement to sale was the bone of the contentions between both the families.

8 The observations are prima facie in nature and shall not be considered for discharge application or at the time of trial. Hence, the order :

ORDER

- i) The application is allowed.
- ii) The applicant be enlarged on bail on furnishing P.R. bond in the sum of Rs.25,000/- with one or more solvent sureties in the like amount.

(Smt. Sadhana S. Jadhav, J)