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Power of Attorney in favour of the first informant in respect of the 4 blocks admeasuring 15,000 sq.ft., and the total consideration payable to the Applicants was a sum of Rs.4 Crores 60 Lakhs out of which the first informant has paid an amount of Rs.4 Crores 39 Lakhs and the balance Rs.21 Lakhs was to be paid on the name of the first informant being entered into the 7/12 Extract. As the FIR further discloses, the first informant has been put in possession and certain activities which are mentioned in the FIR, are going on in the land in question. In view of the fact that the Applicants were harboring intentions to sell the said land to a third party, that the first informant issued a notice in a local newspaper informing the public at large as regards the first informant's right in the said land. It is pursuant to the said notice that the first informant gathered the information that the Applicants have executed a Sale Deed in favour of 5 persons namely Sachin Chunnilal Maru, Suresh Gopinath Mhatre, Devanand Rupchand Thane, Amrutlal Raisi Malde and Vinod Raisi Malde. This being in the teeth of the Agreement for Sale which was executed in favour of the first informant, the first informant registered the FIR with the Narpoli Police Station for the offences which have been adverted to in the earlier part of this order.

3. As indicated above, after the investigation was complete, the investigating agency has also filed the charge-sheet. It seems that the first informant has also filed a Civil Suit for declaration etc., copy of which plaint is annexed to the above Application. It was the submission of Mr. Bhat, learned Counsel for the Applicants, that having regard to the facts which have unfolded, the dispute in respect of sale of land, if at all can be said to be a civil dispute. It was the submission of the learned Counsel that assuming that the Applicants have sold the land to a third party, it would only be the third party which would have a grievance against the Applicants and not the first informant. The first informant has been put in possession pursuant to the Agreement for Sale as per his own showing and therefore, the ingredients of the offence punishable under Section 420 of the IPC are absent. Mr. Bhat, to buttress his submission, sought to place reliance on the case of *Rashami w/o. Satish Khandvikar & Anr. Vs. The State of Maharashtra & Anr.*¹

4. Having heard the learned Counsel for the Applicants, we do not find any merit in the above Application. The FIR discloses the

¹ 2017 ALL MR (Cri) 937

manner in which the Applicants have dealt with the land in question in spite of having executed an Agreement for Sale and Power of Attorney in favour of the first informant and having accepted substantial consideration to the tune of Rs.4 Crores 39 Lakhs. They have also put the first informant in possession (as claimed by the first informant). The record also discloses that the Applicants have not informed the purchasers that they have already executed an Agreement for Sale and Power of Attorney in favour of the first informant. In our view, having regard to the facts on record, it cannot be said that the ingredients of the offence punishable under Section 420 of the IPC are conspicuously absent. We restrain ourselves from making any elaborate comments as regards the material on record, lest it affects the Applicants at the trial. In our view, the Judgment of the Division Bench of this Court in the case of **Rashami** (*supra*) would not aid the Applicants having regard to the facts of the present case. *Prima facie*, it can be seen that the ingredients of Section 420 of the IPC have manifested themselves on account of the manner in which the Applicants sought to deal with the property after executing documents in favour of the first informant and accepting consideration. In that view of the matter, no case for exercise of

jurisdiction under Section 482 of the Cr.P.C. is made out. The Criminal Application is accordingly dismissed.

(SARANG V. KOTWAL, J.)

(R. M. SAVANT, J.)