

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

ANTICIPATORY BAIL APPLICATION NO. 1691 OF 2017

Ramesh Ratan Bhagat

... **Applicant**

V/s.

The State of Maharashtra

... **Respondent**

Mr. V.S. Lakshmanan for the Applicant.

Mr. A.D. Kamdhedkar, APP for the Respondent/State.

CORAM : A.S.GADKARI, J.

DATE : 24th JANUARY, 2018

P.C.:

. By an Order dated 27.09.2017, the Applicant was granted interim relief.

2 Heard the learned Counsel for the Applicant and the learned APP. Perused the record of investigation.

3 The first information report is lodged by Sunil Rathod s/o Teju Singh Rathod. It is alleged that his father suffered paralysis attack on 08.03.2015 and was admitted to hospital upto 17.03.2015. That, his father along with co-accused Rupesh Sapat was owner of piece and parcel of land bearing Survey No. 20, Hissa No.1 laying and situate at village Bapgaon, Taluka Bhiwandi, District Thane. That, after his father was brought to home, he had been to the said land when he noticed that some construction work was being carried out on the said place. He asked the partner of his father namely Rupesh Sapat about the same

when Applicant and Rupesh Sapat informed him that his father has executed Development Agreement on 02.04.2015 in his favour and asked him to vacate the said place. The informant thereafter, got information under Right to Information Act from the concerned Gram Panchayat. After receipt of necessary information, he realised that the Applicant by pasting photo of his father on the Development Agreement has forged the signature and has executed the said Development Agreement.

4 The learned Counsel for the Applicant submitted that, as a matter of fact the Development Agreement is in the possession of Teju Singh Rathod i.e. the father of first informant. He further submitted that as a matter of fact the said Development Agreement has been executed by the father of first informant in his favour in presence of notary Advocate Sanjiv Kumar Mishra and therefore, the allegation of the first informant is not genuine. He submitted that as the document in question is in possession of Teju Singh Rathod, the custodial interrogation of the Applicant is not necessary and he may be granted pre-arrest bail.

5 The record of investigation indicates that the police have recorded statement of Teju Singh Rathod wherein he has categorically stated that he never executed Development Agreement dated 02.04.2015 before a Notary and his photograph which was with his partner Rupesh Sapat has been misused on the said Development Agreement and his signature has been forged. The Notary

Advocate Sanjiv Kumar Mishra has also given a statement wherein it is stated that accused persons pressurized him to execute the said document and the person namely Teju Singh Rathod was not present at the time of execution of the said document. Thus, it is clear that Applicant in connivance of the co-accused Rupesh Sapat has forged and fabricated the signature of Teju Singh Rathod while manufacturing the document in question i.e. Development Agreement dated 02.04.2015. The complicity of the Applicant in the present crime is thus apparent.

6 In view of the above and after taking into consideration, the serious allegations against the Applicant and the gravity of the offence, this Court is of the view that Applicant does not deserve to be protected by pre-arrest bail.

7 Application is accordingly rejected.

(A.S.GADKARI, J.)