

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

ANTICIPATORY BAIL APPLICATION NO. 909 OF 2019

Shailesh Mohan Palande and Anr. Applicants

versus

The State of Maharashtra Respondent

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- Mr. Saurab Butala I/b. Siddharth P. Pimpale, Advocate for Applicants.
- Smt. A. A. Takalkar, APP for the State/Respondent.
- (I.O.) P.I.-Suvarna P. Patki, Khed Police Station, Ratnagiri.

CORAM : SARANG V. KOTWAL, J.
DATE : 23rd AUGUST, 2019

P.C. :

1. The applicants are seeking anticipatory bail in connection with C.R. No. 66/2019 registered at Khed Police Station, District-Ratnagiri under Section 420 r/w. 34 of Indian Penal Code.

2. The offence is lodged by Abbas Electricwala on 14th March, 2019. He has stated that he was interested in purchasing land. He was knowing the applicants Shailesh and two others as Real Estate Agents. He had asked them about availability of any land. The applicant No.1 and other agents assured him that land at village Sarpili admeasuring H.64.99 Acre situated at Gat No. 411 was available for sale. Therefore, those agents arranged his meeting with owners of the land. The informant agreed to purchase a piece of land admeasuring 1130 acres. He was satisfied with the revenue records and title of the land. In this behalf, advertisement was issued in a local Newspaper. Since no objections were received he decided to go ahead with the transaction. On 30st August, 2013 he entered into a registered Agreement for Sale. It was registered vide Document No. 1980 of 2013 with the Sub-Registrar on 30th August, 2013. It is mentioned in the F.I.R. that he had paid huge amount to co-owners. In all, he had paid Rs.1,37,49,141/-. He has specifically stated that he had paid Rs.52,11,641/- to the applicant No. 1 and he had paid about more than Rs.18,00,000/- to the applicant No. 2 between March to

August, 2013. It is further mentioned in the F.I.R., that subsequently, the same land was sold to one Mungse and thereafter, to one Nidhi Shirke. Thus, he was deprived of his money. His peaceful enjoyment of the land was seriously interfered with. On this basis, he has lodged the F.I.R.

3. I have heard Shri Saurab Butala for the applicants and learned APP Smt. A. A. Takalkar for the State. The learned Advocate for the applicants submitted that the applicant No. 1 is not signatory to the Agreement of Sale dated 30th August, 2013. He has only acted as an agent and he has received his fees and remaining amount was transferred in the account of co-owners. Therefore, he has not committed any offence. He submitted that even applicant No. 2 has not committed any offence. As against these submissions, the learned APP pointed out that the applicant No. 2 Mohan was signatory to the Agreement for Sale executed in favour of the first informant. He had signed on behalf of some of the co-owners, on the basis of Power of Attorney which was obtained from them. More importantly, she pointed out that the

statement of Ulhas Shirke recorded on 03/05/2019 shows that the applicant No. 1 was instrumental in selling the same land to him, which was purchased in the name of his wife. On the basis of Power of Attorney , the applicant No. 2 had sold the land to the subsequent purchasers i.e. Mungse and Shirke on two separate occasions. Thus it is more than clear that both these applicants after accepting money, sold the same land to different purchasers on three occasions. Their complicity in the offence is more than clear. Therefore, their custodial interrogation is necessary. I am not inclined to grant anticipatory bail to the applicants. Hence, the following order.

ORDER

Application is rejected and stands disposed of accordingly.

(SARANG V. KOTWAL, J.)