

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPTORY BAIL APPLICATION NO. 665 OF 2019**

Pushpa Jokhuraam Vishwakarma	...Applicant
Versus	
The State of Maharashtra	...Respondent

Mr. E. U. Sawant I/b Ms. Supriya Kadam for the Applicant

Mr. S. S. Hulke, A.P.P for the Respondent-State

CORAM : REVATI MOHITE DERE, J.
MONDAY, 29th JULY 2019

P.C.

1 Heard learned counsel for the parties.

2 By this application, the applicant seeks pre-arrest bail in connection with C.R. No. I-346 of 2016 registered with the Kalyan Taluka Police Station, Thane, for the alleged offences punishable under Sections 420, 465, 467, 468, 471, 120B, 34 of the Indian Penal Code.

3 Learned counsel for the applicant submits that admittedly the applicant is not a signatory to the Agreement for Sale entered into between the applicant's husband and Nidhi Developers. He submits that the applicant's husband had taken loan of Rs. 24,99,741/- from Manapuram

Home Finance on the said flat and that the applicant was the co-applicant in the said loan transaction. He submits that according to the prosecution, the said loan amount instead of going to Nidhi Developers, with whom the applicant's husband had entered into an Agreement for Sale, had gone to a forged account of the same name i.e. Nidhi Developers, of which, Rajkumar Nadar was the Proprietor. He submits that similarly placed co-accused Deepak Pawaskar and Ramchandra Pawaskar have been granted pre-arrest bail by the Additional Sessions Judge. Learned counsel states that the applicant has no antecedents.

4 Learned A.P.P opposed the application.

5 Perused the papers. According to the prosecution, the applicant's husband booked Flat No. 403 in Building No. 3 with the complainant's company i.e. M/s. Nidhi Developers. The applicant's husband entered into an Agreement for Sale with M/s. Nidhi Developers with respect to the said flat. The said Agreement for Sale is a registered document. Pursuant to the said Agreement, the applicant's husband applied for a loan of Rs. 24,99,741/- from Manapuram Home Finance. The

applicant is a co-applicant in the said loan application. The loan amount instead of being deposited in the complainant's construction company i.e. M/s. Nidhi Developers, was transferred to a fake account of M/s. Nidhi Developers, of which, Rajkumar Nadar was the Proprietor. Pursuant thereto, the complainant's company i.e. M/s. Nidhi Developers lodged the aforesaid complaint as against the applicant, her husband and others. As noted above, the Agreement for Sale was entered into between the applicant's husband and M/s. Nidhi Developers and the applicant admittedly is not the signatory to the said Agreement for Sale. The applicant's husband is in custody.

6 Having regard to the peculiar facts, custodial interrogation of the applicant is not warranted. Accordingly, the interim relief granted by this Court on 15th March 2019 is confirmed. The applicant is granted pre-arrest bail on the following terms and conditions :

ORDER

- (i) In the event of the arrest, the applicant be enlarged on bail on executing P.R. Bond in the sum of Rs.25,000/- with one or two sureties in the like amount;

(ii) The applicant shall report to the Investigating Officer of the concerned Police Station on 6th, 7th and 8th August 2019 from 10:00 a.m. to 12:00 noon;

(iii) The applicant shall not contact the complainant, witnesses or any person concerned with the case;

7 The application is accordingly disposed of.

8 It is made clear that the observations made herein are *prima facie*, for the purpose of deciding this application and the applicant's husband will not claim parity with the applicant.

9 All concerned to act on the authenticated copy of this order.

REVATI MOHITE DERE, J.