

Anand

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

BAIL APPLICATION NO. 1181 OF 2019

Yogita Abhijit Savratkar .Applicant

Vs.

The State of Maharashtra & anr. .Respondents

**WITH
BAIL APPLICATION NO. 103 OF 2019**

Chaya Prakash Mane .Applicant

Vs.

The State of Maharashtra & anr. .Respondents

Mr. Anand S. Patil, Advocate, for the Applicants in both matters
Mr. S. V. Gavand, APP, for the Respondent – State
Mr. Niranjana Mundargi a/w Mr. V. V. Mohite i/b. Mr. Siddharth Karpe,
Advocate, for the Intervenor / Respondent No. 2

CORAM : REVATI MOHITE DERE, J.

DATE : 19.07.2019

P.C.

. Heard learned counsel for the parties.

2. By these Applications, the Applicants seeks their enlargement on bail in connection with C. R. No. I-257 of 2018 registered with the Naupada Police Station, Thane, for the alleged offences punishable under Sections 420, 465, 467, 468, 471 r/w of the

Indian Penal Code.

3. Learned counsel for the Applicants submits that the Applicants are falsely implicated in the said case. He submits that the relations between the Complainant and the Applicants were professional, inasmuch, as the Complainant was also a Director alongwith the Applicants in Saturn Blue Reality Pvt. Ltd. He submits that due to their professional relations, the Applicants received Rs. 51,00,000/- from the Complainant and not Rs. 1,20,00,000/- as alleged, for the bungalow plots. He submits that the Applicants are in custody since August, 2018 and that investigation is complete and charge-sheet is filed.

4. Learned APP opposes the Applications. He submits that there is ample material on record, both documentary as well as in the form of witnesses, which clearly shows the Applicant's complicity.

5. Perused the papers. The Applicant – Yogita is the daughter of the Applicant – Chaya. According to the Complainant – Deepak Pratap Katira, the Applicants are the Directors of Saturn Blue Reality Pvt. Ltd. It is alleged that the Applicants as Directors of Saturn Blue Reality Pvt. Ltd. in connivance with the other co-accused –Pritam

Gaikwad prepared a forged and fabricated document i. e. Power of Attorney and cheated the Complainant and others, by stating that they would get good returns, if they invested in bungalow plots at Murbad. According to the Complainant, believing the Power of Attorney (forged by the Applicants) to be genuine, he invested an amount of Rs. 20,00,000/- in the said bungalow project, during the period October, 2015 to July, 2018. According to the Complainant, neither the project started nor the Applicants refunded the money and in fact, later on, the Applicants left their residential and office premises. Realizing that the Applicants in furtherance of their common intention had cheated him and that they had prepared forged and fabricated documents, the aforesaid FIR was lodged. A perusal of the statement of Rajiv Mohite, the owner of the bungalow plots shows that the Applicant – Yogita was an agent, who would bring customers for purchase of bungalow plots. He has stated that at no point of time, he had executed any Power of Attorney in favour of the Applicant - Yogita. He has stated that the Applicants downloaded his photograph from his facebook account and pasted it on the Power of Attorney to show that he, as a Director of Cocoon Properties Pvt. Ltd., had given Power of Attorney to the Applicant - Yogita, the Directors of Saturn Blue Reality Pvt. Ltd., to do all acts and deals in respect of the bungalow plots including accepting cheques and investing in the bungalow scheme project. In the Power of

Attorney, Clause (k) mentions that Rajiv Mohite had given the Applicant – Yogita the power to do all banking transactions, accept cheques, issue cheques against sale and investment of bungalow scheme project on scheduled property in favour of M/s. Saturn Blue Reality Pvt. Ltd. (The Applicants are the Directors of said M/s. Saturn Blue Reality Pvt. Ltd.). Prima facie, it is evident that the Power of Attorney is a forged and fabricated document. Although, learned counsel for the Applicants alleges that there were some business transactions between the Complainant and the Applicants, the said submission is negated by the documents which are on page No. 58 of the Application. The said document is a letter addressed, “TO WHOMSOEVER IT MAY CONCERN”, dated 01.08.2016, by the Applicant – Yogita, as Managing Director of Saturn Blue Reality Pvt. Ltd. It is clearly stated in the said letter that the Complainant was appointed as a Director for the period of 1st March, 2016 to 1st August, 2016 and that during his tenure, the Complainant was not active in the Company i. e. Saturn Blue Reality Pvt. Ltd. and was also not aware about the day to day activities of the said Company and also had no concern with the work, documentation and written agreements or promises made by the Company. It is pertinent to note that in the said letter, the accused has accepted that an amount of Rs. 1,20,00,000/- was invested by the Complainant for ten bungalows in the Company's project situated at Murbad. It is also stated

that the possession of the said bungalows would be given to the Complainant within a period of one year i. e. till 1st August, 2017 and that, if for any reason, the project is delayed, the said amount of Rs. 1,20,00,000/- would be returned to the Complainant on or before 16.08.2017. The said letter also prima facie negates the submissions of the learned counsel for the Applicants that there was any commercial transaction with the Complainant, as the Director of Saturn Blue Reality Pvt. Ltd. It also appears that the Applicants apart from cheating the Complainant have also cheated one Mustafa Masalawala for an amount of Rs. 11,50,000/- and Prashant Telang for an amount of Rs. 2,00,000/-, also on the basis of the forged and fabricated Power of Attorney.

6. Considering the material on record, this is not a fit case to enlarge the Applicants on bail. Hence, the Applications are rejected.

7. It is made clear that the observations made herein are *prima facie*, and the trial Court shall decide the case on its own merits, in accordance with law, uninfluenced by the observations made in this order.

(REVATI MOHITE DERE, J.)