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

**CRIMINAL BAIL APPLICATION NO.190 OF 2019**

Mehul Jayant Patel

...Applicant

Versus

The State of Maharashtra and Anr.

...Respondents

Mr.Aabad H. Ponda a/w Ms.Arati Bhoir and Ms.Gunjan Thakkar, i/b  
Mr.Ujjwal Gandhi, for the Applicant.

Ms. P.P. Shinde, A.P.P for the Respondent - State.

**CORAM : REVATI MOHITE DERE, J.**

**DATE : 29<sup>th</sup> AUGUST, 2019**

**P.C. :**

1. Heard learned counsel for the parties.
2. By this application, the Applicant seeks his enlargement on bail in connection with C.R.No.196 of 2014 registered with the Juhu Police Station, Mumbai, for the alleged offences punishable under Sections 419, 420, 467, 468, 471 r/w 34 of the Indian Penal Code.
3. Perused the papers. According to the complainant – Bharat Shetty, the applicant was known to him. It is alleged by the complainant that the Applicant and his associate i.e. Anand Patel and Popat Vavle

misrepresented to him, that they were from a renowned business family and that they were in the business of sale and purchase of land. According to the complainant, the applicant and his associates told him, that there was a property at village Mann, Taluka Mulshi, District – Pune, admeasuring about 13 acres, for sale. The applicant and the co-accused are also alleged to have told the complainant that they too were interested in purchasing the said property and that they should purchase the said property in their joint names and after the purchase of the same, they should sell the same to HDIL Company, who was in need of land for their business. According to the complainant, he enquired about the said land and learnt that the said land was already acquired by M.I.D.C. When the complainant brought the said fact to the notice of the applicant, the applicant allegedly assured the complainant that he was having good contacts in Mantralaya and that he will get the said land released from the possession of the M.I.D.C. It is further alleged by the complainant, that the accused told him that the owners of the said land were Surekha Dange, Reubai Dange, and Manda Dange, and that they would have to pay a sum of Rs.1,50,00,000/- to them. According to the complainant, believing the said representation, he showed his willingness and interest and accordingly issued demand drafts of Rs.1,50,00,000/- from his Company's account, on 15<sup>th</sup> September, 2011. The demand drafts were all drawn in the names of the owners. It is

alleged by the prosecution, that the accused including the applicant dishonestly and fraudulently opened forged accounts in the name of the said land owners, in whose names the demand drafts were issued and got the said demand drafts encashed. According to the complainant, all the accused cheated him for an amount of Rs.1,50,00,000/- by their aforesaid acts. It appears that the applicant and the co-accused – Anand Patel were arrested, pursuant to the FIR/complaint, lodged by the complainant. After investigation, charge-sheet was filed as against the accused. It appears that four accused are still absconding. It appears that in the interregnum, i.e. after filing of the charge-sheet, co-accused – Anand Patel (cousin of the applicant) settled the dispute amicably with the complainant, pursuant to which, the said co-accused – Anand Patel was released on bail by this Court, having regard to the no objection of the complainant. It also appears that the complainant and co-accused - Anand Patel filed a Petition in this Court, seeking quashing of the proceedings, qua him, in view of the amicable settlement between them. The said Writ Petition was allowed and the charge-sheet, qua the co-accused was quashed. It is not clear on what terms the settlement was entered into between the co-accused and the complainant. It also appears that the applicant has been acquitted in a 138 Negotiable Instruments Case, lodged by the complainant. Be that as it may, the applicant is in custody since May, 2018 and investigation is

complete and charge-sheet is filed. The applicant has no antecedents.

4. Having regard to what is stated aforesaid, the application is allowed and the applicant is enlarged on bail on the following terms and conditions:-

**ORDER**

- i) The Applicant be enlarged on bail on furnishing P.R. Bond in the sum of Rs.1,00,000/- with one or more local solvent sureties in the like amount;
- ii) The Applicant shall attend the concerned Police Station, on the first Saturday of every month, between 10:00 a.m. and 11:00 a.m., for a period of 24 months from the date of his release;
- iii) The Applicant shall inform his latest place of residence and mobile contact number immediately after being released and/or change of residence or mobile details, if any, from time to time to the trial Court as well as to the concerned Police Station, in writing;
- iv) The Applicant before his release, shall deposit his passport, if any, in the trial Court;

v) The Applicant shall not leave the country, without the permission of the trial Court.

vi) The Applicant shall not tamper with the evidence or attempt to influence/contact the complainant, witnesses or any person concerned with the case;

vii) The Applicant shall co-operate in the conduct of the trial and shall attend the trial Court on every date of hearing, unless exempted by the trial Court;

viii) An undertaking to the aforesaid clauses (ii) to (vii), shall be filed by the Applicant in the Registry of the trial Court, within two weeks of his release;

ix) If there are 2 consecutive defaults either in attending the Police Station or in appearing before the trial Court or breach of any of the conditions as stated above, the prosecution will be at liberty to apply for cancellation of Applicant's bail.

5. The Application is allowed and disposed of in above terms.

6. 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.

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

***REVATI MOHITE DERE, J.***