

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO.347 OF 2019

Savita Narendra Kothari] ... Applicant

Versus

The State of Maharashtra] ... Respondent

Mr. Nitesh Mohite, Advocate for the Applicant.

Mr. S.R. Agarkar, APP for the State/Respondent.

Mr. Y.A. Thakur, PN 3008 attached to Kamothe Police Station present.

CORAM :- SARANG V. KOTWAL, J.

DATE :- 13 JUNE, 2019.

P. C. :-

1. The applicant is seeking anticipatory bail in connection with C.R.No.166/2018 registered with Kamothe Police Station u/sec. 419, 420, 465, 467, 468 r/w 34 of I.P.C.

2. The FIR is lodged by one Amit Singh on 27/09/2018. According to him, he wanted to purchase a flat and therefore he contacted one estate agent Sanjay Yadav who showed him Flat No.304, Tirupati Plot No.21, Sector 22, Taluka Panvel, District Raigad. This flat was belonging to the present applicant and her husband. When the first

informant visited the flat, he saw that it was occupied by a tenant Manoj Khetre. Said Manoj Khetre also confirmed that the flat belonged to the present applicant and her husband. Thereafter, Sanjay Yadav arranged a meeting between the first informant, the applicant and her husband. The first informant showed interest in purchasing the flat for Rs.52,50,000/-. On various occasions, he paid in all Rs.18, 75,000/-. The applicant and her husband executed Part Sale Agreement dated 04/12/2017 which was registered with Sub Registrar, Panvel vide No.13846/2017. The first informant paid some more amount for stamp duty and paid further amount to the estate agent Sanjay Yadav. However, the said transaction could not be completed and the informant came to know that the applicant and her husband had already sold that flat to one Sachin Rakshe. Thus, the first informant came to know that he was cheated. The FIR mentions that out of amount of Rs.19,00,000/- which were paid by the first informant, the amount of Rs.15,35,000/- were repaid to him and balance of Rs.3,65,000/- was misappropriated. Based on these allegations, the FIR was lodged.

3. Heard Mr. Nitesh Mohite, Ld. Counsel for the Applicant and Mr.S.R. Agarkar, Ld. APP for the State/Respondent.

4. The FIR mentions that the document was registered by the husband of the applicant who was present and some other lady was made to impersonate the present applicant and thus the Sale Agreement was registered on 04/12/2017. The main allegations, thus are against the husband of the applicant. Even prior to lodging of the FIR, the major portion of the amount was returned to the first informant. The balance amount was Rs.3,65,000/- as mentioned in the FIR. During the course of pendency of this application, the applicant has made efforts to settle the matter with the first informant. Ld. APP has produced the supplementary statement given by the first informant wherein he has mentioned that husband of the applicant had expired on 22/10/2018. After that the present applicant had cancelled the document which was executed between them. The applicant has filed her affidavit dated 06/06/2019. In her affidavit, she has annexed Affidavit cum Declaration of the original first informant. In this Affidavit cum Declaration of the first informant, has stated that he was not interested to prosecute the

present applicant. The first informant has mentioned that the applicant has returned the entire amount to him. He has further stated that the present applicant is not involved in the offence and therefore he had no grievance against her. His similar supplementary statement is recorded on 12/06/2019. In view of this statement and the affidavit, custodial interrogation of the applicant is not necessary and she deserves grant of anticipatory bail. Hence, the following order.

ORDER

1. In the event of her arrest in connection with C.R.No.166/2018 registered with Kamothe Police Station, the Applicant be released on bail on her executing P.R. Bond in the sum of Rs.25,000/- (Rupees Twenty Five Thousand Only) with one or two sureties in the like amount.
2. Application stands disposed of accordingly.

(SARANG V. KOTWAL, J.)