IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.405 OF 2019

Ravindra Parashram Oza .... Applicant

versus

The State of Maharashtra & Anr. .... Respondents

…....

- Mr.Satyajeet P. Dighe, Advocate for Applicant.
- Mr.Shriram S. Kulkarni i/b. Devidas J. Jadhav, Advocate for Respondent No.2
- Ms.A.A. Takalkar, APP for the State/Respondent.

CORAM : SARANG V. KOTWAL, J.
DATE : 04th JULY, 2019

P.C. :

1. The Applicant is seeking anticipatory bail in connection with C.R.No.20/19 registered with Nashik Road Police Station, under sections 406, 418, 420, 504, 506 of the Indian Penal Code.

2. The FIR is lodged on 11/01/2019. The FIR is a result of order passed by the learned J.M.F.C. Nashik, u/s 156(3) of

Cr.P.C. on the complaint filed by the first informant. Pursuant to the order of the learned Magistrate, the FIR was lodged.

3. It is the case of first informant that the Applicant claimed to be owner of row house No.5 in Siddhivinayak Nagar Apartment at Nashik. The Applicant entered into transaction of sale of that row house with the first informant for Rs.31,24,200/-. The first informant paid Rs.9,00,000/- to the Applicant. He was to pay balance amount at the time of registration of sale deed. Subsequently, the permission required from Shree Venkatesh Devasthan was not obtained by the Applicant, though it was his duty as per the agreement.

4. It appears that the first informant was put in possession of that row house. The first informant had spent around Rs.50,000/- for registration and other charges for the agreement of sale. He applied for loan from State Bank of India, which was approved. However, since the sale deed could not be submitted within the prescribed limits set by the Bank, even that

loan could not be availed of. It is further case of the first informant that, on 11/01/2017, HDB Financial Services pasted a notice at the row house in respect of loan advanced by them. When the first informant enquired with the Applicant, he was told that there was a loan of Rs.22 lakhs pending on that row house. The Applicant suggested that the first informant could repay the loan to the tune of Rs.22 lakhs. For that purpose he gave a forged letter to the first informant. Thereafter nothing was done by the Applicant to make the payment of the outstanding loan and the sale deed could not be executed. It is the case of first informant that the Applicant started threatening him. In the meantime, the financial company has taken over possession of that row house and has already auctioned it. On this basis the complaint was lodged.

5. Heard learned Counsel Mr.Satyajeet P. Dighe for the Applicant, learned Counsel Mr.Mr.Shriram S. Kulkarni for the Intervener and learned APP Ms.A.A. Takalkar for the State.

6. Learned Counsel for the Applicant submitted that it is a civil dispute and there is a gross delay in lodging the complaint. He therefore submitted that the Applicant deserves protection of anticipatory bail.

7. As against this, Mr.Kulkarni, learned Counsel for the first informant/Intervener submitted that the intention to cheat the complainant is apparent from the record. Learned APP supported his contention.

8. Considering all these aspects and particularly taking into account the fact that the agreement for sale did not make a reference to the outstanding loan in respect of the property in question; it is obvious that the Applicant had intention to cheat right from the inception. The offence is made out in the complaint. The custodial interrogation of the Applicant is necessary to unearth further details of his acts and omissions in respect of the loan obtained by him.

9. Learned Counsel for the Applicant submitted that his client is ready and willing to make payment of Rs.9,50,000/- within a period of six months. Looking at the history of the litigation, it appears that, since the time the application was pending for anticipatory bail in the Court of Sessions, till today, no concrete steps were taken by the Applicant in that behalf. Therefore I am not inclined to accede to his request. In this view of the matter, the application is rejected.

(SARANG V. KOTWAL, J.)