IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CRIMINAL BAIL APPLICATION NO.1054 OF 2019
WITH
CRIMINAL APPLICATION NO.1218 OF 2019

Ranjit Kumar Singh s/o Garib Singh ... Applicant
Age 45 years, Occ.Business,
Office at 130, Hilton Centre, Plot No.66,
Sector No.11, CBD Belapur, Navi Mumbai
(Presently lodged at Jail)

versus

The State of Maharashtra and another ... Respondents

Mr.P.K.Dhakephalkar, Senior Advocate, i/by Dilip B. Shinde for applicant.
Mr.H.J.Dedhia, APP, for State.
Mr.Aniket Nikam for respondent no.2.

CORAM : PRAKASH D. NAIK, J.

DATE : 18th December 2019

PC :

1. This is an application for bail in CR No.I-104 of 2018 registered with Kharghar Police Station for offences under Sections 465, 467, 468, 420, 406 of Indian Penal Code. The applicant was arrested on 2nd October 2018.

2. The first information was lodged on 1st March 2018. The brief facts of the prosecution case are as follows :

(a) On 10.3.2018 the informant Ravina Rajendra Sawant lodged complaint vide FIR No.I-104 of 2018 u/s.465, 467, 468, 420, 406 of IPC with Kharghar Police Station Station. It is alleged that in the year 2014, M.Rohit Singh, Suraj Sharma and Vishvkarma introduced Mr.Ranjit Kumar Singh/applicant near Three Star Hotel at Kharghar. It is further case of informant that at the relevant point of time the informant was informed by the applicant that, Plot No.85 (699.99 sq.mtr.) situated at Sector No.20, Ulve, was allotted to Mr.Raghunath Kaluram Koli and applicant had invested money against the above said plot and executed document with Mr.Raghunath Kaluram Koli for purchase the above said plot. The applicant further informed to the informant that he had executed transaction with Raghunath to develop the above said plot under the 50% x 50% scheme. It is further alleged by the informant that at the relevant time the applicant had shown three documents i.e. allotment letter issued in favour of Mr,.Raghunath Kaluram Koli, lease deed dated 27.6.2011 and the agreement executed between Mr.Raghnath Kaluram Koli and applicant;

(b) Considering the above said documents the informant executed development agreement dated 30.1.2014 in respect of Plot No.85 situated at Sector No.20, Ulve, with applicant for total consideration of Rs.1 Cr. 54 lakh. It is further alleged that at the relevant point of time the responsibility was accepted by the applicant to clear the file and obtain necessary permissions/NOC from the competent authority. It is further case of the informant that towards the above said transaction from time to time i.e. from 1.2.2014 to 10.5.2015 the informant had paid amount of Rs.54 lakh by cheque to the applicant. It is further case of the informant that it was further informed by the applicant that there is some difficulty to execute try party agreement with the informant in respect of above said plot;

(c) Thereafter in the year 2014 again it was informed by the applicant that the tri party agreement has been executed in respect of Plot No.13 (850 sq.mtrs) situated at Sector 20, Ulve Navi Mumbai in favour of Mr.Shrikant Hidalkar and the applicant has invested money in the above said plot. It is further informed by the applicant that the applicant is interested in developing the said plot under 50% x 50% scheme. It is further alleged by the informant that at the relevant point of time the applicant had shown the several original documents i.e. allotment letter, lease deed, try party agreement executed in favour of Shrikant Hidalkar and agreement executed by the applicant with Shrikant Hidalkar, in respect of above mentioned plot. In respect of above said plot the informant published public notice in Vashi Time News Paper on 8.2.2014 and called objection from the general public. It is further the case of the informant that at the relevant point of time no body had taken objection in respect of above said plot and therefore the informant vide development agreement dated 3.3.2014 decided to take the above said plot for development under 50% x 50% scheme for the amount of Rs.1 Cr 87 lakh;

(d) Towards the above said two plots the informant has paid total amount of Rs.2,42,30,000/- to the applicant and it was agreed between the parties that the above said two plots will be developed under 50% x 50% scheme and therefore the partnership firm was registered by the informant with applicant vide M/s.Pyramid Land Developers and the current account of firm was opened in the Karnataka Bank, Branch Belapur. Thereafter the informant time and again requested the applicant to execute tri party agreement but the applicant tried to avoid the execution of agreement saying that the permission work is in progress and suggested to fix/set up ownership board upon the site. It is further the case of the informant that thereafter in the month of February-2014, as per suggestion of applicant, the informant has fixed the ownership board upon the site of land. Thereafter the applicant handed over xerox copy of NOC dated 24.12.2014 issued in favour of Shrikant Hidalkar by the CIDCO authority, giving no objection for transfer of Plot No.13 (850 sq.mtrs.) situated at Sector-20, Ulve, Navi Mumbai in the name of informant and applicant;

(e) The applicant informed the informant that the paper work is in progress for transfer of above said plot in the name of applicant and informant and again asked amount of Rs.4.50 lakh towards transfer charges. It is further case of the informant that after two days the applicant informed the informant that the applicant had paid the amount of Rs.4.50 lakh towards transfer charges and taken the amount of Rs.4.50 lakh from the informant. It is further case of the informant that thereafter the applicant informed that there would be delay for execution of tri party agreement and therefore on 15.2.2017 the applicant executed two agreements with the informant for cancellation of development agreement and return the amount of Rs.68 lakh towards cancellation of development agreement. After cancellation of development agreement the applicant avoided to return the balance amount of s.1m,74,30,000/-;

(f) Thereafter the informant inquired with CIDCO authority about the NOC dated 24.12.2014 issued in favour of Shrikant Hidalkar for transfer of above said plot in the name of applicant and informant. The informant came to know that the above said NOC was not issued by the authority in favour of Shrikant Hidalkar and the said plot was already sold by Shrikant Hidalkar in favour of Sunil Lalchand Bhojawani Om Sai Developers on 30.12.2015. Plot No.85 (699.99 sq.mtrs) situated at Sector No.20, Ulve, was soldto Mr.Prakashlal Raj, partner of M/s.Sterling on 29.8.2016. It is further case of the informant that thereafter when the informant inquired with Mr.Kaluram Maruti Koli, it was informed that the said plot was never sold to applicant. It is alleged that the applicant made false representations and induced the complainant to part with Rs.2,42,30,000/-. It is further case of the informant that the amount of Rs.68 lakh has been returned by the applicant but the applicant is avoiding to return the remaining amount of Rs.1,74,30,000/-.

3. The applicant preferred application for bail before the Court of learned Judicial Magistrate, First Class, which was rejected on 11th October 2018. Subsequently the application for bail was preferred before the Sessions Court, which was rejected on 31st October 2018. Thereafter charge sheet was filed and hence he preferred another application before the Court of JMFC, which was rejected by order dated 20th February 2019. Subsequently another application was preferred before the Sessions Court for bail which is rejected on 20th March 2019.

4. Senior Advocate Mr.Dhakephalkar appearing for applicant submitted that the applicant is in custody from the date of arrest. The investigation is complete and charge sheet is filed. Further detention of the applicant is not required. The dispute is of civil nature. The alleged offences are not attracted. According to the complainant the dues are of about Rs.1.40 crores. Although the FIR was lodged alleging loss of about Rs.2.42 crores, presently the case

of complainant that dues is about Rs.1.40 crores. It is submitted that the case relates to transactions for development of plots of land. It is submitted that there was an understanding between the applicant and the allottees of the plot of land which is evident from the documents on record. It is submitted that the case of the complainant that the applicant was not concerned with two plots is false. The statement of one of the allottees refers to the transaction with the applicant. It is further submitted that the alleged No Objection Certificate was issued in favour of Shrikant Hidalkar and the applicant is not concerned with fabrication of said document. The parties had executed the agreement for termination of the agreement. The FIR was lodged after a period of four years from the date of transaction. The applicant had paid amount against two disputes plots. It is submitted that the applicant and the informant had created a partnership firm in the name of Pyramid Land Developers and the transactions were executed in the name of said partnership firm. All the documents are in the custody of investigating machinery and they form part of the charge sheet. Initially application for bail was rejected on the ground that documents are to be recovered and investigation is in progress. The offences are triable by Magistrate. Learned counsel pointed out several documents executed between the parties and the statements of witnesses. It is submitted that the panchanama dated 23rd July 2018 was recorded during the course of investigation with regards to NOC dated 26th December 2014 issued in favour of Shrikant Hidalkar. The panch Vilas Jadhav was the employee of complainant. Learned counsel pointed out the statement of said witness recorded during the course of investigation. It is submitted that the said witness had brought stamp papers which were utilized for execution of documents. It is, therefore, submitted that the application be released on bail.

5. Learned APP opposed the application for bail. It is submitted that false representations were made by the applicant to the complainant. Although he was not concerned with Plot Nos.85 and plot no. 13, representations were made to the complainant that he is concerned with the said plots and agreements were executed for development of said plots. The complainant was induced to part with huge amount. It is submitted that the statements of original allottees were recorded during the course of investigation. It was revealed that even the said persons were deceived by the applicant. The crime is of serious nature. False NOC purportedly issued by the Corporation was produced by the applicant to induce the complainant to execute documents and part with huge amount. Learned APP took me through statements of several witnesses.

6. Learned counsel for intervenor-complainant also opposed the grant of bail. In addition to the submissions advanced by learned APP, it was submitted that the applicant had dishonest intentions right from the inception. The documents on record would reveal that he made false representations in respect to two plots of land, although he was not owner of the said plots. The complainant was induced to execute the documents and part with amount. It is submitted that the NOC was a fabricated document and the same was recovered from possession of the applicant. The same plot was sold to one Shamshad. It is further submitted that Shamshad and Koli were also deceived by the applicant. The statement of Koli was recorded during the course of investigation, which supports the

prosecution case. The applicant is involved in cheating the complainant and others. A suit was filed by Sterling and consent terms were executed in the said suit and order in that regard was passed by this Court, which would indicate that even the persons who were parties to the said suit, were deceived by the applicant.

7. Having heard both the sides, I have perused documents on record. The transactions were executed in the year 2014. The alleged development agreements were executed in respect of plot nos.85 and 13. It is the case of prosecution that the accused had represented that the original allottees had agreed for development of plots. The accused had promised of tripartite agreement which was not executed. The documents were recovered during the course of investigation and they form part of charge sheet. Although the FIR was lodged alleging defalcation of Rs.2.42 crores, presently it is the case of complainant that there are dues of about Rs.1.40 crores. Apparently the applicant has returned some part of amount. In the statement of Surajkumar Sharma it is stated that the applicant had terminated transactions relating to both plots by deed of cancellation and complainant has received Rs.1,01,50,000/- from applicant and balance amount of Rs.1,40,80,000/- is not returned by applicant. Order dated 14th July 2016 was passed in Appeal from Order No.266 of 2014 by this Court wherein it is recorded that applicant seeks leave to delete respondent no.5 (applicant) and respondent no.4 is deleted. It is also observed that the parties have executed consent terms. It is recorded in consent terms that applicant had deceived both parties and misappropriated Rs.16 lakh. Appeal was preferred by M/s.Sterling and Mr.Raghunath Koli and others were respondents. The application for bail was rejected by learned Magistrate initially

by order dated 11th October 2018 by observing that the investigation is in progress and documentary evidence is yet to be recovered. The investigation is also going on in relation to forgery of documents and amount is to be recovered. It was also observed that possibility of tampering of documents cannot be ruled out. Subsequently the Sessions Court vide order dated 31st October 2018 had observed that investigation is at crucial stage and there is every apprehension that if bail is granted, the evidence would be tampered. Thereafter the charge sheet was filed and the applicant preferred another application for bail, which was also rejected by the Magistrate by observing that offences are economic offences and are of serious nature. Subsequently the application was rejected by the Sessions Court by observing that huge amount is involved and the complainant had suffered loss. It was also contended by the prosecution that charge has been framed against applicant. The Roznama in that regard is produced. Learned counsel for applicant, however, pointed out that the order framing charge has been challenged before this Court by preferring Writ Petition NO.4041 of 2019 on the ground that on the date of framing of charge, the applicant was not present in Court. The said petition is pending.

8. Thus, the entire matter relates to documents. All the documents are part of charge sheet. The applicant is in custody for about one year. Considering the factual matrix of the matter, further detention of the applicant is not called for. Hence, case for grant of bail is made out. Hence, I pass following order :

ORDER

(i) Criminal Bail Application No.1054 of 2019 is allowed and disposed of;

(ii) The applicant is directed to be released on bail in connection with CR No. I-104 of 2018 registered with Kharghar Police Station, Navi Mumbai, the applicant be released on bail on furnishing PR bond in the sum of Rs.50,000/- with one or more sureties in the like amount;

(iii) The applicant shall report Kharghar Police Station once in a month on every first Saturday between 10 am to 1 pm till further orders;

(iv) The applicant shall not tamper with evidence;

(v) The applicant shall attend Trial Court proceedings regularly, unless exempted by the Trial Court or some reasons;

(vi) Criminal Application No.1218 of 2019 is disposed of.

(PRAKASH D. NAIK, J.)

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