

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

ANTICIPATORY BAIL APPLICATION NO. 1046 OF 2019

Shri Krushnaji Balaji Palande and Ors. Applicants

versus

The State of Maharashtra Respondent

WITH

ANTICIPATORY BAIL APPLICATION NO. 899 OF 2019

Mahesh Mohan Palande and Anr. Applicants

versus

The State of Maharashtra Respondent

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- Mr. Anand S. Patil, Advocate for Applicant in ABA No. 1046/2019.
- Mr. Saurab Butala I/b. Harshawardhan Salgaonkar for Applicant in ABA No.899/2019.
- Smt. A. A. Takalkar, APP for the State/Respondent.
- (I.O.) P.I.-Suvarna P. Patki, Khed Police Station, Ratnagiri.

CORAM : SARANG V. KOTWAL, J.
DATE : 23rd AUGUST, 2019

P.C. :

1. Both these applications are decided by this common order because they arise of the same F.I.R.

2. For the sake of convenience, the applicants in these applications are referred by their names in applications. Anticipatory Bail Application No. 1046/2019 is filed by the applicant No. 1 Krushnaji Palande, applicant No. 2 Anant Palande, applicant No. 3 Vipin Bhosale and applicant No. 4 Sachin Bhosale and Anticipatory Bail Application No. 899 of 2019 is filed by applicant No. 1 Mahesh Palande and applicant No. 2 Sangita Palande.

3. The applicants are apprehending their arrest in connection with C.R. No. 66/2019 registered with Khed Police Station, District-Ratnagiri. The F.I.R. is lodged by one Abbas Electricwala on 14th March, 2019. He has stated in his F.I.R. that he was knowing Estate Agent Shailesh Palande, Anil Sawardekar and Gajendra Gandhi. He wanted to purchase land. He came to know through these agents that land bearing Gat No. 411, area H.

64.99 Acre was available for sale situated at village Sarpili, Taluka-Khed, District-Ratnagiri. The informant wanted to purchase that land. He was assured by the agents that they would be in position to bring about that deal. It is alleged that the agents arranged the meeting with first informant. He was shown the revenue extracts. The informant was satisfied about the title. On 30th July, 2017 the Public Notice was issued in Newspapers inviting objections and since no objections were received, he went ahead with the transaction. He has alleged in his F.I.R. that various amounts were paid separately to the co-owners of the land. He has stated that in all he had paid around Rs.1,37,49,141/-. He has stated in his F.I.R. that on 30th August, 2013, an agreement for sale was registered vide Document No. 1980 of 2013 before the Sub-Registrar. He thereafter took possession of the land. On 4th June, 2018, he was informed by one Vidya Kudalkar that some strangers had entered in his land and had carried out measurement. Therefore, he went there. He came to know that one Ulhas Shirke purchased the same land through accused Shailesh Palande and Mohan Palande. On further enquiry he came to know that the same land was already

sold to one Pratik Kumar on 06/09/2010 by the same co-owners and the same land was sold to the informant. Even subsequent to that transaction with the informant, the same land was sold to Mahesh Mungse on 06/02/2015 and again to Nidhi Shirke on 09/06/2017. He therefore, alleged that he was cheated and his money was misappropriated. The Sale Deed was not executed in his favour. On this basis, the F.I.R. is lodged.

4. I have heard Shri Anand Patil learned counsel for the applicants in Anticipatory Bail Application No. 1046/2019, Shri Saurab Butala learned counsel in Anticipatory Bail Application No. 899/2019 and learned APP for the State.

5. Shri Anand Patil submitted that the applicants have acted at the behest of main accused Shailesh Palande. They were under impression that the transaction in respect of sale of the land to Pratik Kumar was to be completed, therefore, they had signed the agreement. He submitted that they had not received the amount as alleged. He further submitted that they had not taken

any part in further sale of the land either to Mungse or Shirke therefore, no offence is made out against them. Shri Patil further submitted that the Agreement for Sale mentions few cheques showing the payment made to the applicants. However, those payments were not made through those cheques. The learned counsel for the applicants Mahesh and Sangita submitted that both of them are not signatories to the document of Agreement for Sale with the informant and therefore, in any case no offence is made out against them.

6. Learned APP submitted that the cheques mentioned in the Agreement were not deposited in the applicants' account but, further M.O.U. was entered into between the informant and these applicants, wherein the applicants have accepted that they have received the amount in cash instead of through cheques, as mentioned in the Agreement for Sale. Therefore, she submitted that the fact that the informant had made payment to applicants in Anticipatory Bail Application No. 1046/2019 cannot be disputed.

7. However, the main fact of the matter is that, all these applicants have not further entered into any transaction with either Shirke or Mungse. Therefore, informant's allegation that he was deprived of his rights because of further transaction entered into by the applicants, has no substance. Similarly, the person by name Pratik Kumar with whom these applicants have allegedly entered into earlier transaction is not available and so far he has not made any grievance in respect of his transaction. Admittedly, the applicants Mahesh and Sangita have not entered into transaction with the informant. The informant has not taken any further steps calling upon the signatories to execute the Sale Deed. He has not taken any effort to get the Sale Deed executed. The applicants have not in any manner interfered with his possession or his ownership of the land. These applicants are not concerned with the subsequent sale allegedly made in favour of Shirke and Mungse. Therefore, at this stage, prima facie their custodial interrogation is not necessary. As far as the applicant Mahesh and Sangita are concerned; admittedly, they are not even parties to the Agreement for Sale with the informant. Therefore,

they cannot be held responsible in any case. Thus, the evidence consists of documentary evidence, which are available with police. Prima facie the applicants have not created any third party interest in respect of the same land after entering into Agreement for Sale with the informant, therefore, their custodial interrogation is not necessary. In these circumstances, the applicants have made out a case for grant of anticipatory bail. Hence, the following order.

ORDER

1. In the event of their arrest in connection with C.R.No.66/2019 registered with Khed Police Station, Ratnagiri, the Applicants be released on bail on their executing P.R. Bond in the sum of Rs.25,000/- (Rupees Twenty Five Thousand Only) each with one or two sureties in the like amount.

2. Applications stand disposed of accordingly.

(SARANG V. KOTWAL, J.)