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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

BAIL APPLICATION NO. 1286 OF 2019

Mohan Shahaji Mali .Applicant

Vs.

The State of Maharashtra & anr. .Respondents

Mr. Rajendra Sorankar, Advocate, for the Applicant
Mr. S. V. Gavand, APP, for the Respondent No. 1 – State
Mr. Kunal Kamath i/b. M/s. S. Ashwinikumar & Co., Advocate, for the Respondent No. 2

CORAM : REVATI MOHITE DERE, J.

DATE : 19.09.2019

P.C.

. Heard learned counsel for the parties.

2. By this Application, the Applicant seeks his enlargement on bail in connection with C. R. No. 32 of 2019 registered with the Agripada Police Station, Mumbai, for the alleged offences punishable under Sections 255, 260, 465, 467, 468, 471, 420 r/w 34 of the Indian Penal Code.

3. Perused the papers. According to the Complainant – Vinitkumar Vijaykumar Tiwari, Bank Manager, Union Bank of India, Agripada Branch, Mumbai, the present Applicant and his partner – Avinash Patil have started a Company by the name M/s. Kedar

Enterprises. It appears that both i. e. the Applicant and his partner – Avinash Patil had applied for a loan with the said Bank and had also submitted documents pertaining to the Applicant's bungalow, which was standing in the name of the Applicant and his wife – Sharda Mohan Mali. The Applicant had mortgaged his bungalow for obtaining the said loan from the Union Bank of India. The Applicant submitted the necessary documents, including a Sale Deed with respect to the bungalow. Pursuant thereto, the Union Bank of India (Complainant) sanctioned a loan of Rs. 1,97,00,000/- to the Applicant and his partner – Avinash Patil. According to the Complainant, subsequently, the Union Bank of India learnt that the documents submitted by the Applicant with the Union Bank of India i. e. the Sale Deed of the bungalow was a forged document which was prepared on a forged stamp paper. It was also realized that the original Sale Deed with respect to the Applicant's bungalow was already submitted by the Applicant with Dena Bank, Vashi branch, Sector 19, Navi Mumbai and a loan of Rs. 70,00,000/- was obtained from Dena Bank, on the basis of the said original Sale Deed with respect to the Applicant's bungalow. The Union Bank of India affixed possession notice on the premises of the Applicant's bungalow. The Union Bank of India also lodged a complaint as against the Applicant and others alleging the aforesaid offences. The Applicant was arrested on 16.02.2019. During the course of investigation, it was found that the documents submitted by the Applicant with the Union

Bank of India did not match the original documents submitted to the Dena Bank. The Applicant's signatures have been obtained and sent to the handwriting expert and the report is awaited. It also appears that during the pendency of this Application, the Applicant cleared his entire loan which he had taken from the Dena Bank and the Dena Bank had handed over all the original documents with respect to the Applicant's bungalow to the Complainant – Union Bank of India.

4. Learned APP has tendered an Affidavit of Kishorkumar Keshav Shinde, PI, presently attached to the Agripada Police Station, Mumbai. The same is taken on record. In para 6 of the Affidavit, it is stated that the Union Bank of India vide it's letter dated 30.08.2019 had addressed a letter to the Senior Inspector of Police, Agripada Police Station, Mumbai, stating therein that the Dena Bank had given the original Agreement for Sale dated 21.05.2007 entered into between M/s. Lodha Construction, Dombivali, the Applicant and his wife alongwith other documents in connection with M/s. Kedar Enterprises to the Union Bank of India.

5. The Applicant is in custody since February, 2019. Investigation is complete and charge-sheet is filed. All the documents are in the custody of the police and as such, further detention of the Applicant is not necessary.

6. Accordingly, the Application is allowed and the Applicant is enlarged on bail on the following terms & conditions :-

<u>O R D E R</u>

(i) The Applicant be released on **cash bail** in the sum of Rs. 50,000/-, **for a period of six weeks**;

(ii) The Applicant shall within the said period of six weeks, furnish P. R. Bond in the sum of **Rs. 50,000/-** with one or more local sureties in the like amount;

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

(iv) 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 Court seized of the matter and to the Investigating Officer of the concerned Police Station;

(v) The Applicant shall deposit his passport, if any, prior to his release with the investigating officer;

(vi) The Applicant shall not leave the country without the prior permission of the trial Court;

(vii) The Applicant to co-operate with the conduct of the trial and attend all the dates before the trial Court, unless exempted.

7. The Application is allowed in the aforesaid terms and is accordingly disposed of.

8. 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.

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

(REVATI MOHITE DERE, J.)