IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.1208 OF 2019

Sandip Bhimrao Patil] … Applicant

Versus

The State of Maharashtra] … Respondent

Mr. Aditya Desai for Applicant.
Smt. A.A. Takalkar, APP for State/Respondent.

CORAM :- SARANG V. KOTWAL, J.
DATE :- 06 JUNE, 2019

P. C. :-

1. The applicant is seeking anticipatory bail in connection with C.R.No.165/2019 registered with Satara City Police Station u/sec.420, 467, 468, 471, 472 r/w Section 34 of I.P.C.

2. The FIR is lodged on 13/03/2019 by the Manager of Satara Sahakari Bank Ltd., Mumbai Branch Malad Malwani. According to him, the present applicant had applied for getting loan to purchase vehicles. He had opened his saving account with the bank and made an application dtd. 10/11/2016 for loan of Rs.48,00,000/-. By the

resolution dtd. 28/11/2016, the Board of the Bank granted loan to the tune of Rs.41,58,000/- to the applicant. One of the condition was that the applicant was to mortgage his land apart from hypothecation of the vehicles. On 07/12/2016 the applicant gave promissory note and hypothecation agreement. It is the case of the first informant that the applicant submitted 7/12 extract of the land bearing Gut No.356 at Village Bhadkambe, Taluka Walva, District Sangli as well as entries no.13007 and 13910. According to the first informant, bank gave loan of Rs.41,58,000/- to the applicant based on which the applicant purchased two tucks. These two trucks were also hypothecated in favour of the bank and it noted in the R.T.O. documents. In the year 2017, the applicant again asked for loan for purchasing two vehicles. Thereafter, the bank gave him Rs.43,79,000/- on 22/04/2017 by way of loan from which the applicant purchased two vehicles. Again on 25/07/2017 he obtained loan of Rs.11,00,000/- and this time he obtained his loan on the basis of hypothecation of his old vehicle. Thus, in total the bank gave him loan to the tune of Rs.96,37,000/-. Though the applicant has paid some part of the loan, but the major portion has still remained unpaid. Therefore, the bank proceeded under law for recovery of loan. During the course of proceedings the bank realised that the documents and in particular the 7/12 extract submitted by the present applicant were forged. Based on these allegations the FIR was lodged.

3. Heard Mr. Aditya Desai, Ld. Counsel for Applicant and Smt. A.A. Takalkar, Ld. APP for State/Respondent.

4. From the perusal of FIR, it is clearly mentioned that the applicant had submitted forged documents with the bank. Ld. Counsel for the applicant submitted that this contention in the FIR is not correct and if he had submitted any document it was the duty of the bank to verify the documents from the available record. He further submitted that since the crime pertains to documentary evidence, the custodial interrogation of the applicant is not necessary.

5. I have considered the submissions and the statements made in the FIR. The bank has clearly come up with a case that the applicant had submitted forged documents in respect of the land at Village Bhadkambe, Taluka Walva, District Sangli as mentioned earlier. The applicant does not even prima facie have any documents to refute

these allegations. A large sum of money is still unpaid. Apart from that the allegations are that even the documents with R.T.O. were not proper and suppressing all this, the applicant had obtained huge amount of loan from bank and thus had cheated the bank. Considering all these aspects, in my view, the custodial interrogation of the applicant is necessary to unearth the scheme of the entire offence. Therefore, no case is made out for grant of anticipatory bail. Hence, the following order.

ORDER

Application is rejected and stands disposed of accordingly.

(SARANG V. KOTWAL, J.)

Purti Parab