IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.2304 OF 2019

Shabnam Pravin @ Praveen .... Applicant
versus
The State of Maharashtra .... Respondent

…….

- Mr.Satyvrat Joshi i/b. Nitesh J. Mohite, Advocate for Applicant.
- Ms.A.A. Takalkar, APP for the State/Respondent.
- API Mr.A. Shete, Wanwadi Police Station, Pune, present.

CORAM : SARANG V. KOTWAL, J.
DATE : 18th OCTOBER, 2019

P.C. :

1. The Applicant is seeking anticipatory bail in connection with C.R.No.364/19 registered with Wanwadi Police Station, Pune, under sections 406, 408, 419, 420, 465, 467, 468, 471 r/w 34 of the Indian Penal Code.

2. The FIR is lodged on 17/06/2019 by one Asha Bhagwan Mankani. She has stated that she had purchased flat No.9, Parmar Villa, 3rd floor, Wanwadi, Pune from builder Juglal Parmar. She had spent Rs.14 lakhs. She had entered into an agreement on 29/12/1998. She had received the possession in the year 2000. In the year 2013 she wanted to sale her flat. She

contacted broker Salim. He brought one purchaser Vishal. He had taken keys of the flat and a copy of the agreement and other documents. Vishal wanted to obtain loan on that agreement. But on the basis of agreement loan was not being sanctioned. Therefore he did not purchase the flat. But in the meantime, the broker did not return her documents. Thereafter the first informant entered into a sale deed dated 19/12/2013 with the builder Juglal Parmar. She still wanted to sale that flat. In the year 2014 the broker Salim brought one Tejprakash, who showed willingness to purchase the flat. Tejprakash had paid about Rs.6 lakhs to her, but thereafter he did not return to complete the transaction. In the year 2018 Salim brought another customer. That customer was one Taslim Shaikh. She had paid in all Rs.49 lakhs till October 2018. Taslim published a public notice inviting objection, but nobody objected to the transaction. In the month of October 2018 M/s. Rapco Finance pasted a notice in respect of some loan which was obtained on the flat. Taslim got scared and did not want to go ahead with the transaction. The informant returned her money and made further enquiries. She came to know that the aforementioned Tejprakash had obtained loan to the tune of Rs.60 lakhs on that flat. The informant realized that Tejprakash had entered into some fraudulent transaction and had deceived and cheated the informant. The Applicant came to know that her bogus bank account was opened and the money from the loan sanctioned by the company was deposited in that fake account and therefore the flat was put under some fraudulent encumbrance. The present Applicant was shown to be a guarantor for that loan. On that basis, the FIR is lodged.

3. Heard learned Counsel Mr.Satyvrat Joshi for the Applicant and learned APP Ms.A.A. Takalkar for the State.

4. Learned Counsel for the Applicant submitted that the Applicant had no role to play in the transaction whereby Tejprakash had obtained loan on the flat, who had stood merely as a guarantor.

5. Learned APP pointed out that the transaction by which loan was obtained by Tejprakash, was a fraudulent transaction.

A different person as an impostor had stood in place of the informant when the documents were executed. The Applicant was a guarantor to that transaction and the investigation shows that she had received Rs.10 lakhs in her account. She therefore submitted that the Applicant was a direct beneficiary of the fraud and her role is established.

6. I have considered these submissions. It is quite obvious that the loan was obtained by using some documents of the informant. At this stage, the fact cannot be denied that the impostor stood in place of the informant when the documents were executed. The Applicant had stood as a guarantor to the agreement of the property. Therefore her association with the main accused is more than obvious. The matter is serious. Applicant's custodial interrogation is required. Therefore, I am not inclined to protect the Applicant by an order of anticipatory bail. Hence the application is rejected.

(SARANG V. KOTWAL, J.)