IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.80 OF 2020
WITH
INTERIM APPLICATION NO.1 OF 2020

Ratnakar Dnyandev Pawar .. Applicant
Vs.
State of Maharashtra .. Respondent

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Mr.Chetan S. Damre, Advocate for the Applicant.

Mr.S.S. Pednekar, APP for the Respondent – State.

Mr.Mahesh Zanwar, Advocate for the Intervenor.

H.C. 5786 Gavani, Kondhwa Police Station, Pune City, present.

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CORAM : PRAKASH D. NAIK, J.

DATED : JANUARY 24, 2020.

<u>P.C.</u> :

The applicant is apprehending arrest in connection with C.R.No.814 of 2019, registered with Kondhwa Police Station, Pune City, for the alleged offences punishable under Sections 406, 420 and 120-B read with 34 of Indian Penal Code ("IPC', for short). First Information Report ("FIR", for short) was registered on 5th October, 2019 by Mohddis Mohammad Farukh Bakla.

2 Applicant preferred an application for anticipatory bail before the Sessions Court, which has been rejected by order dated 6th January, 2020.

3 The prosecution case is as follows:

(a) The complainant is the owner of Standard Tours Company. His father owns company named Bakhla International Travels Company. The complainant and his partner Dastagir Patel has a partnership firm, namely, Dream Home Developers in Pune. The friend of the complainant Danish Kudia introduced Anis Vali Mohammad Memon to the complainant. He was carrying out construction work. Anis Memon introduced his friend Ravindra Singh to the complainant. He was the owner of Vibhave Infra Private Limited ("VIPL", for short). The complainant was informed that the said company is accepting Military tenders. Ravindra Singh and his wife Sonia Singh provided information to the complainant about their project, namely, Girna Infra ("GIPL", for short), which was worth 128 crores. The complainant was informed that presently the project is closed. The work worth Rs.60 crores was completed. If the investment is made to complete the project, the work relating to Jammu and Nagakota, which is 125 crores Millitary Project and the project at Mumbai worth Rs.100 crores totally amounting to Rs.350 crores would be allotted. The said information was provided to the complainant, as an inducement.

(b) Complainant was also informed that there is Memorandum of Understanding ("MOU", for short) between VIPL and GIPL. Anis Vali Mohammad Memon took the complainant in confidence and told him that even he has invested in the project and he would get good returns from investment. It was also informed that there are agreements between VIPL and Ratnakar Pawar (applicant) and that the complainant would be made Director of company owned by Ravindra Singh. The complainant gave Rs.2,50,000/- to Ravindra Singh by cheque dated 29th April, 2017.

(c) Complainant was informed by Anis Memon and Ravindra Singh that to commence project at Pune, Bank Guarantee of Rs.1 crore 50 lakhs is required to be executed and handed over to D.G. at Delhi and that each of them are required to execute Bank Guarantee of Rs.50 lakhs. The complainant was supposed to be travel out of town, and, therefore, he told them that he would not be able to furnish Bank Guarantee. At that time Anis Memon told him to hand over Rs.50 lakhs and that he would prepare Bank Guarantee in his name. On 3rd May, 2017, the complainant issued six cheques from the account of Bakhla International Travels Company worth Rs.50 lakhs in the name of Anis Memon. The said cheques were deposited by him in his bank, which were cleared. Anis Memon told the complainant that Bank Guarantee has been issued in his name and the same is handed over to Project Manager at Pune. He also informed that similar Bank Guarantee is also issued in the name of Ravindra Singh and himself.

(d) Subsequently, Anis Memon and Ravindra Singh told the complainant that D.G. from Delhi is insisting for

Bank Guarantee of Rs.3 crores. Complainant told him that he is not in a position to arrange such huge amount and demanded his money back. Anis Memon told him that a person known to them would prepare a Bank Guarantee and at his instance, he transferred Rs.3,50,000/- to the account of one Ravi Malhotra. However, Ravi Malhotra has again redeposited the said amount in the account of the complainant. On inquiry, he told the complainant that the Bank Guarantee could not be prepared and hence he has returned the money. Complainant demanded back Bank Guarantee of Rs.50 prepared in his name. He refused to return Bank Guarantee. Complainant learnt that Bank Guarantee in his name was not prepared and Anis Memon has misappropriated the said amount. Ravindra Singh did not prepare any Bank Guarantee in his name. The complainant demanded the amount. However, Anis Memon was not returning the said amount. Ultimately, on 22nd May, 2017, Anis Memon transferred an amount of Rs.20,25,000/-, to the complainant. The balance amount was not paid.

(e) Complainant again transferred amount of Rs.20,00,000/- to Anis Memon and cash of Rs.9,75,000/-. Anis Memon deposited the amount in the account of complainant's father. The complainant demanded the amount parted to him Anis Memon. He avoided to make payment.

(f) Ravindra Singh and his wife Sonia Singh met the complainant and they told him that in the event he invested the amount in their Millitry Project, he would earn good returns. On believing the representations, the complainant paid amount to them from time to time. Complainant demanded Rs.88,20,000/-, from them. He avoided to return the amount. Ravindra Singh told him that he has purchased the car by using his money and he should approach Ratnakar Pawar (applicant), if he needs money, as amount has been invested with Ratnakar Pawar. The complainant realized that he has been cheated by the applicant–accused. Complainant then visited the office of GIPL. Ratnakar Pawar (applicant) contacted Ravindra Singh and assured that the amount will be returned. He was also told that amount will have to be invested in Mumbai and Pune branch.

(g) Ratnakar Pawar (applicant) told the complainant that in the event of investment, the complainant would earn good dividends. Agreement was executed between both of them. Thereafter Ratnakar Pawar (applicant) introduced him to Director of Godavari Military Project with the assurance of returns for investment. On their representation, the complainant transferred Rs.24,44,900/-, by RTGS to Godavrai Military Project. On request from Ratnakar Pawar (applicant), the complainant parted Rs.1,30,000/-, in cash to one Parvesh Shaikh. Ratnakar Pawar demanded amount on several occasion and he had transferred Rs.1,25,000/-, to him. For the project at Pune, from 5th February, 2018 to 6th February, 2018, he had transferred Rs.51,33,323/- by RTGS and bank transfer for GIPL project staff, labour, material payment and also gave Rs.1,61,500/- to Mr.Pawar in cash for payment of labour. Complainant did not receive any returns. He demanded money. The complainant suspected foul play. He made inquiries in the Bank at Nashik to check whether his signature is there in document as a partner and it was found that Ratnakar Pawar (applicant) had deliberately furnished incomplete documents as a partner in the Bank. Thus, from 29th April, 2017 to 6th July, 2018, the accused had deceived him. He paid an amount of Rs.29,75,000/-, to Anis Vali Mohammed, Rs.44,10,000/- to Ravindra Singh and Sonia Singh, Rs.63,89,723/- to Ratnakar Pawar (applicant), Rs.26,86,664/- to Prakash Laddha, Rs.25,000/- to Manisha Pawar and Rs.30,000/- to Ashok Ahire. Complainant, thus is duped for Rs.1,64,16,387/-.

4 Learned advocate for the applicant submitted that the dispute is of civil nature. Offence are not made out. Applicant is falsely impleaded in this case. Accused nos.2 and 3 were Director of Vibhave Infra Private Limited (“VIPL”, for short) company. The said company had executed Memorandum of Understanding (“MOU”, for short) for the purpose of contract with Vibhave Infra Private Limited (“VIPL”, for short) company, who had received

tender for construction of dwelling units at defence are at Pune and Lonawala to which VIPL" was came into contract for completion of work by MOU dated 18th April, 2017. Accused no.2 executed Power of Attorney dated 12th April, 2017, pursuant to which for completion of project Contractor was appointed. The complainant was aware about business strategies. Bills were raised by the complainant GIPL. In view of the terms of agreement, the complainant could have resorted to arbitration proceedings. Due to heavy losses incurred by GIPL, the said company went in to liquidation and the official liquidator was appointed. He had resigned the post from the Director of GIPL since 2017 and not concerned with the MOU dated 15th May, 2018. Except amount of Rs.1,25,000/-, in his personal account, through account of Dream Home Builders, the applicant has not received any amount. The transaction took place between 5th April, 2018 to 6th July, 2018. MOU was executed on 15th May, 2018. The transaction is doubtful. The dispute is of commercial nature. Applicant is willing to deposit Rs.1,25,000/-. Custodial interrogation of the applicant is not necessary.

5 Learned APP submitted that the role of the applicant has been prescribed in the FIR. False representations were made

by the applicant. Applicant acted in connivance with the co-accused. Applicant and the co-accused cheated the complainant by giving false promises of double benefit of his investment on their project. They induced complainant to invest larger money in the project by giving false promises. The MOU between the applicant and other Directors of GIPL shows that accused had deceived complainant.

6 Learned counsel for the intervenor opposed the application. It is submitted that the role has been attributed to the applicant in the FIR. The complainant was cheated for an amount of Rs.1,64,16,387/-. The allegations in the FIR in clear terms show that the applicant and other accused deceived the informant to invest in their project by giving false assurances of good returns. The applicant assured complainant not to worry about investments at Pune and induced him to invest more money. Amount taken by applicant is Rs.62,89,723/-.

7 Copy of resolution and MOU dated 15th May, 2018, show that the applicant was continued as a Director of GIPL. MOU dated 24th April, 2017 between GIPL and VIPL would reveal that contract of construction and dwelling units of alleged

services for officers at Lonawala and Pune was awarded to GIPL, who appointed VIPL to execute said work. MOU dated 25th April, 2018 was for a limited purpose to supply material. GIPL had assured to pay consulting charges at 3.80 percent. In the MOU, it is acknowledged that the complainant has invested Rs.44,10,000/-, till 31st October, 2018. In the MOU, there is no reference of cancellation of MOU with VIPL or take-over the further work of projects at Pune and Lonawala by the informant by reimbursing the investment made by VIPL in those projects. MOU was executed one year after the MOU between GIPL and VIPL. Bank statement shows transaction of amount by informant to account of VIPL, GIPL, personal account of applicant and others. The allegation in the FIR is specific that applicant and co-accused fraudulently deceived and induced the complainant to invest the money in the project. Pre arrest bail is granted to Manisha Pawar, considering her role. There are specific allegations against the applicant, which are supported by documentary and evidence collected by investigating agency. Looking to the material against the applicant, no case for anticipatory bail is made out. Custodial interrogation of the applicant is necessary. Hence, the application deserves to be rejected.

8 Hence, I pass the following order:

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

(i) Anticipatory Bail Application No.80 of 2020, is rejected;

(ii) Interim Application No.1 of 2020 stands disposed of.

9 At this stage, learned counsel for the applicant prays for extension of interim protection to enable the applicant to approach the Hon'ble Supreme Court of India. Since the interim protection was granted earlier, same is extended by a period of six weeks from today.

(**PRAKASH D. NAIK, J.)**