

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

**ANTICIPATORY BAIL APPLICATION (ST) NO.
2591 OF 2020**

Mrs.Sharda Mahesh Alimchandani .. Applicant
versus
The State of Maharashtra .. Respondent

**WITH
INTERIM APPLICATION (ST) NO.2705 OF 2020**

Vinay Tarachand Chawla .. Intervenor

In the matter between :

Mrs.Sharda Mahesh Alimchandani .. Applicant
versus
The State of Maharashtra .. Respondent

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Mr.Niteen Pradhan a/w Ms.Shubhada Khot for the Applicant.

Mrs.M.M.Deshmukh, APP for the State.

Mr.S.V.Marwadi a/w Mr.Sandeep Karnik for the Intervenor.

**CORAM: BHARATI DANGRE, J.
RESERVED ON : 21st OCTOBER, 2020
PRONOUNCED ON : 29th OCTOBER, 2020**

P.C:-

1. The applicant is arraigned as accused No.6 in C.R.No.435 of 2020 registered at Lonavala City Police Station, Pune Rural.

The said C.R. invoke Sections 406, 420, 423, 467, 468, 471, 120-B read with 34 of IPC. The learned Additional Sessions Judge, Pune has rejected her application for anticipatory bail.

2. The learned counsel Mr.Niteen Pradhan representing the applicant would submit that she has been arraigned as an accused merely on an erroneous presumption of her involvement. She is the wife of Mahesh Alimchandani, who is also arraigned as accused No.2 in the said C.R. According to the learned counsel Mr.Pradhan, applicant is the estranged wife, residing separately from Mahesh Alimchandani. The applicant claim that she is not in knowhow of the business transaction of her husband and has always remained away from it. The learned counsel would, therefore, pray that in absence of any material pointing out any accusation against the applicant, she is entitled for the protection, in the event of her arrest.

3. For consideration of the said submissions, the prosecution case require a brief mention. The complaint was lodged by one Vinay Tarachand Chawla with Lonavla Police Station. It revolves around Survey No.98, area 14.5 acres situated in Taluka Maval, Lonavla, District Pune. The crux of the complaint is to the following effect.

The complainant is a resident of Mumbai and he along with his father had formed two firms in the name of Chinmay Associate and Chinmay Estate. The said firms deal with the sale

and purchase of land. His father Tarachand Chawla is a partner in Chinmay Estate along with one Gautam T Jasnani, son of the complainant's sister. The sister of the complainant is one Kanchan Tulsi Jasnani and her husband is Tulsi Parmanand Jasnani (accused No.1) against whom various allegations have been levelled.

In September 2013, Tulsi Parmanand Jasnani approached the complainant's father in respect of a piece of land situate in Mauje, Pune nama, Lonavla, Taluka Maval, district Pune with description of Survey No.98, admeasuring 14.5 acres. He put forth a proposal for purchase of the said agricultural land and for its development. It was informed by him that one Smt Babhabhai Landge, Nirmala Machindra Tavare, Ranjana Ramesh Sathe are the owners of the said agricultural land and one Kishore G Lalwani (accused No.3) and Kishor Mandyani (accused No.5) are in possession of the said land. Ram Awasthi and Sharada Mahesh Alimchandani (accused No.6) were stated to be the agricultural tenants in the said property. The complainant and his father were informed that on 23rd February 2013, Kishor Lalwani and Kishor Mandyani had entered into a Memorandum of Understanding with the three original owners for consideration of Rs.Two Crores and it was a notarized document in which Ram Awassthi and Sharda were shown as agricultural tenants. It is alleged by the complainant that Tulsi Jasnani informed his father that he had fixed a deal with Kishor Lalwani and Kishor Madiani for Rs.27 crores. He also informed

that Kishor Lalwani and Kishor Madyani would help them in clearing the impediments for conversion of the land for non-agricultural purpose and for completing the transaction. The father of the complainant was assured that they are acquiring the land at a very cheap rate and when developed, it would yield huge returns. The assurance given was subject to stipulation that certain amount would be required to be shelled out and paid to the original owners as well as the tenants, who would in turn relinquish their rights in the subject property.

4. Being projected in this manner, the complainant along with his father visited the said land and were satisfied about its location. The complainant paid an amount of Rs.2,50,000/- by cheque to the co-owners Smt.Bababai Landge, Smt.Nirmala Machhindra Taware and Smt.Ranjana Sathe. Thus, after making the payment of Rs.7,50,000/-, on 5th October 2013, a Memorandum of Understanding was executed in the office of Vinod Mistry. By this Memorandum of Understanding, the original owners agreed to accept the amount of Rs.Two crores as compensation for the land and to sell their right, title and interest in the subject property. As directed by Tulsi Jasnani, the agricultural tenant Ram Awasthi was paid an amount of Rs.1,85,00,000/- for relinquishing his rights. Kishor Lalwani who was alleged to be in possession of the said land was also paid an amount of Rs.1,08,00,000/- through various cheque and bank transaction (RTGS). During this time, since it surfaced that

in the said land, apart from the two agricultural tenants, Bombay Mission Superior Trust, an NGO also had some interest and the two trustees of the said Society would relinquish their right only on receipt of consideration. The complainant therefore, parted with an amount of Rs.1,15,00,000/- in favour of Smt. Michaela Briganza and Smt. Brigette Briganza. The complainant signed on a paper and was assured a Relinquishment Deed by Bombay Mission Superior Trust. At the say of Tulsi, the complainant also paid an amount of Rs.16,00,000/- plus Rs.10,00,000/- plus Rs.15,00,000/- to Mahesh Alimchandani (accused No.2), husband of Sharda. Thereafter, it is alleged that Mahesh assured the complainant to render all his assistance in development of the property, for which the complainant paid an amount of Rs.2,68,00,000/- by RTGS/cheque. The complainant thus alleged that from the personal account as well as the account of Chinmay Estate, for the purpose of purchasing the subject property, he parted with an amount of Rs.7,26,50,000/- by making payments from time to time. However, since there was no progress in spite of parting of the amount when he inquired with Tulsi Jasnani, another agreement came to be executed which was prepared by Advocate Vinod Mistry on a 500 rupees stamp paper, on 26th May, 2015, a photostat copy of which was handed over to the complainant.

5. When the transaction did not finalise, the complainant and his father became anxious and when he inquired from Tulsi,

they were informed that in respect of the said property, the State Government has passed an order and the deal would be finalized very soon. The complainant became suspicious and through a third person, he discovered that the subject plot at Survey No.98, Mauje Pune name, Lonavla, Taluka Maval, is a Government land and the Landge Family and others are simple tenants and on the said plot, apart from the Landge family, no one else is in possession. The complainant then confronted this fact with Tulsi but he gave evasive answers. The complainant ran from post to pillar making inquiries with the other accused persons but they also avoided the queries. Tulsi then promised the complainant that Mahesh Alimchandani is going to sell one of his property in Mumbai from which he is expecting a huge return and thereafter the amount would be returned back to the complainant. On 26th February 2019, photo copy of the cheque of Rs.7,28,50,000/- and one photo copy of RTGS form was given to them and they were assured of return of their amount soon. However, the patience of the complainant did not yield any fruitful result, ultimately on 16th August 2020, the complainant approached the police station alleging that all the accused persons through a conspiracy had swindled amount of Rs.7,26,50,000/- and had tricked him.

6. The learned APP has placed on record a compilation of documents which include the documents filed by the applicant and also relied upon Mr.Marwadi, the counsel for the intervenor.

The complaint is corroborated by the said documents, which reveal that the three ladies, who projected themselves to be the owners, of the subject land, signed two Memorandum of Understandings, the first being on 23rd February, 2013 with Kishor Mandiyani and Kishor Lalwani for consideration of Rs.2 Crores. Out of which, they acknowledged receipt of Rs.3 Lacs. They agreed to sell their right, title and interest to the purchasers. The MOU mention the name of the applicant as a agricultural tenant alongwith one Ram Awasthi. There is a mention of separate tenancy agreement of the year 2000. After this MOU, on 5th October, 2013, they again entered into an MOU with the complainant for a consideration of Rs.2 Crores and acknowledged sum of Rs.10,50,000/- from the purchaser, partner of Chinmay Estate. The applicant and Ram Awasthi are referered to as tenants and the purchaser is cast with a duty to settle with the agricultural tenants.

7. The revenue record pertaining to the said land, however, divulge that on the day on which the agreements are executed, the land was not in the name of the alleged original owners, but by mutation entry No.928 with effect from 15/2/1980, the said land was standing in the name of State Government. After the proceedings were instituted by another branch of the tenant Sonu Anaji Landge, whose name was recorded in the revenue record, by order of the Hon'ble Minister, the mutation entry No.3682 restored the name of the original tenant-Sonu Anaji Landge and

Social Welfare Centre. The investigation also reveal that the three alleged owners are not the only heirs of Sonu Anaji Landge and there are 18 other legal heirs.

8. On perusal of the FIR as well as the material that has been placed on record by the learned APP in form of a compilation, except the statement of the complainant that the applicant was the agricultural tenant and her reference as agricultural tenant being found in the Memorandum of Understanding executed on 5th October, 2013 between the owners and the complainant alongwith one Ram Awasthi (accused No.4), no role has been attributed to the present applicant. The alleged tenancy agreement dated 29th April, 2000 is in respect of Ram Awasthi, but the learned APP state that no such tenancy agreement in respect of Sharda has been placed in the hands of the Investigating Officer by any party and according to the learned APP, it is doubtful whether such agreement exists. It is clear that on the pretext that the applicant is an agricultural tenant, her husband-Mahesh, who is the main conspirator alongwith Tulsi Jasnani, has accepted the amount on her behalf. Even as per the say of the complainant, to relinquish her tenancy rights, amount was paid to Mahesh Alimchandani. The applicant has not signed on any relinquishment document nor did she receive any amount herself.

9. In the facts, which have surfaced through the prosecution, the applicant has neither received any amount nor is shown as a conspirator in the entire conspiracy hatched against the complainant and his father. The custodial interrogation of the present applicant is not warranted in light of the nature of accusations levelled against her. Her husband-Mahesh is already arrested. The applicant, therefore, deserve a protection from her arrest subject to the stipulation that she will attend the police station and co-operate with the investigation by reporting on Tuesday and Friday between 10.00 a.m. to 2.00 p.m. for a period of two weeks. Hence, the following order.

: **ORDER** :

- (a) Application is allowed.
- (b) In the event of arrest in connection with C.R.No.435 of 2020 registered with Lonavala City Police Station, Pune, Rural, applicant -Sharda Mahesh Alimchandani shall be released on bail on furnishing P.R. bond to the extent of Rs.25,000/- with one or two sureties of the like amount.
- (c) The applicant shall report to the concerned police station on every Tuesday and Friday between 10.00 a.m. to 2.00 p.m. for a period of two weeks commencing from 2nd November, 2020.
- (d) The applicant shall not directly or indirectly make any inducement, threat or promise to any person acquainted with facts of case so as to dissuade him from

disclosing the facts to Court or any Police Officer and shall not tamper with evidence.

10. The application stands disposed of in the aforestated terms.

11. In view of the disposal of the application, interim application (St.) No.2705 of 2020 stands disposed of.

SMT. BHARATI DANGRE, J