IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 2144 OF 2019

1. Laxman Ramchandra Sathe
2. Smt. Akkatai Laxman Sathe
3. Smt. Shubhangi Sachin Sathe .... Applicants

Versus

The State of Maharashtra .... Respondent

Ms. Shashikala H. Rajak i/b. Vardhamane & Associates for Applicants.
Mr. Swapnil S. Pednekar, APP for State/Respondent.
Mr. Sanjay Khatale, P.I. Govandi Police Station present.

CORAM : SARANG V. KOTWAL, J.
DATE : 01st DECEMBER, 2020

P.C. :

1. The Applicants are seeking anticipatory bail in connection with C.R.No.148 of 2018 registered with Mankhurd Police Station, under sections 420, 465, 467, 468, 471 r/w. 34 of the Indian Penal Code.

2. The FIR is lodged on 09/06/2018 by one Vinayak Shinde. He has stated in his FIR that, MHADA had given

possession of 77 rooms to M/s. Trimurti Enterprises vide letter dated 03/09/2004. The rooms were situated in building Nos.28, 29, 31 and 33 in P.M.G.P. colony at Mankhurd. The applicant No.2 Akkatai and her son Sachin were the partners of M/s. Trimurti Enterprises. The applicant No.1 is husband of applicant No.2 and applicant No.3 is wife of Sachin. There are allegations in the FIR that, the applicant No.1 was also looking after the business of M/s. Trimurti Enterprises. The first informant's father decided to purchase one room through one Ramkrushna Jadhav in one of those buildings. The informant's father decided to purchase room No.1103 in building No.33 for Rs.2 lakhs, for which he had taken loan from Kulswami Credit Society, Vashi branch. The FIR mentions that, cheques were deposited in the bank account of M/s. Trimurti Enterprises. The FIR mentions that, in the year 2005 itself possession of that room was given by M/s. Trimurti Enterprises to the first informant. Initially, the informant was residing in that room and thereafter that room was given on leave and licence basis to different persons. In the year 2014 the same room was given to one Shankar Ghadge, who is a co-accused in this case, on leave and licence basis. In the year 2015, the informant wanted to reside in that room and, therefore, co-accused Shankar Ghadge was told to vacate the room. At that time, co-accused Shankar Ghadge told the informant that he had taken that room from the applicant No.3 and not from the informant's family. He showed an agreement to that effect entered into between M/s. Trimurti Enterprises and applicant No.3. The first informant realized that he was cheated. The room was fraudulently transferred in the applicant No.3's name and therefore this FIR is lodged.

3. Heard Ms. Shashikala Rajak, learned counsel for the applicants and Shri. Pednekar, learned APP for the State.

4. In this case, co-accused Sachin Shinde was arrested on 20/12/2018. The investigation against him was completed and charge-sheet was filed. Sachin Shinde was granted bail by this court vide order dated 25/11/2020 passed in Criminal Bail Application No.2406 of 2019.

5. Learned counsel for the applicants invited my attention to the receipt voucher, agreement between M/s. Trimurti Enterprises and applicant No.3, as well as, to the agreement between M/s. Trimurti Enterprises and the first informant's father. She also relied on the bank statement of Current Account held by Tanaji Shinde and Ramkrushna Jadhav jointly. She pointed out that the cheque number mentioned in the receipt voucher is reflected in their bank account. She submitted that the amount was not deposited in the bank account of M/s. Trimutri Enterprises, as alleged by the first informant. She submitted that, just to pressurise the applicants, this FIR is lodged. She further submitted that the applicants have invested more than Rs.1 crore in this scheme and it is difficult to believe that they would cause trouble to the informant only to gain advantage of Rs.2 lakhs.

6. Shri. Pednekar, learned APP opposed this application. He submitted that the FIR itself mentions that the business was looked after by the applicant No.1. The applicant No.2 has put her signatures on the agreement, as well as, on the receipt. The

applicant No.3 has entered into a separate agreement in respect of the same room which shows that all the accused had acted in collusion.

7. I have considered these submissions. It is significant that this application for anticipatory bail was filed in September, 2019. The applicants were not protected by any interim order till it is heard today. The Investigating Officer is present in the court. Learned APP, on instructions, could not offer any explanation as to why the applicants were not arrested for more than one year. It appears that the police do not really want their custody. The other accused Sachin Shinde was in custody for more than two years and he is granted bail by this court. If there was any serious dispute between the parties, the informant could have taken recourse to filing a civil suit to resolve it. However, the learned counsel for the applicants stated that, no civil suit between the present applicants and the original first informant is filed by either of the parties in any court to secure their civil remedies. I find considerable force in her submission that the amount received allegedly by the

applicants was directly deposited in the joint current account of Ramkrushna Jadhav and Tanaji Shinde. The agreement between the first informant's father and M/s. Trimurti Enterprises in fact mentions that the amount was accepted in cash. This fact has also remained unexplained in the FIR. Thus, there is sufficient doubt created around the case of the first informant. In this background, if the police have not taken any steps to arrest the applicants for more than a year, I do not see any reason why custodial interrogation should be permitted. The applicants deserve to be protected by an order of anticipatory bail.

8. Hence, the following order :

O R D E R

(i) In the event of their arrest in connection with C.R.No.148 of 2018 registered with Mankhurd Police Station, the applicants are directed to be released on bail on their furnishing PR bonds in the sum of Rs.25,000/- each (Rupees Twenty Five Thousand each Only) with one or two sureties each in the like amount.

(ii) Application stands disposed of accordingly.

(SARANG V. KOTWAL, J.)