

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

ANTICIPATORY BAIL APPLICATION NO. 652 OF 2020

Kedar Nandkumar Bandevdekar Applicant

Versus

The State of Maharashtra Respondent

**WITH
ANTICIPATORY BAIL APPLICATION NO. 606 OF 2020**

Mohit Sureshchandra Gupta Applicant

Versus

The State of Maharashtra Respondent

**WITH
ANTICIPATORY BAIL APPLICATION NO. 560 OF 2020**

Mrs. Padmavati Mohit Gupta Applicant

Versus

The State of Maharashtra Respondent

Mr. Satyavrat Joshi i/b. Nitesh J. Mohite for Applicant in
ABA/652/2020.

Ms. Vrushali Maindad a/w. Ankita Nishad a/w. Shaheen Kapadia
for applicant in ABA/606/2020 AND ABA/560/2020.

Mr. Ajay Patil, APP for State/Respondent.

CORAM : SARANG V. KOTWAL, J.
DATE : 03rd FEBRUARY, 2021

P.C. :

1. In all these three applications, a common order is passed because they arise out of the same crime and the same investigation. For the sake of convenience the applicants are referred to by their names.

2. Heard Shri. Satyavrat Joshi, learned counsel for the applicant in ABA No.652 of 2020, Ms. Vrushali Maindad, learned counsel for the applicants in ABA No.606 of 2020 and ABA No.560 of 2020 and Shri. Ajay Patil, learned APP for the State.

3. The Applicants are seeking anticipatory bail in connection with C.R.No.30 of 2020 registered at Gandhi Nagar Police Station, Kolhapur, on 08/02/2020, under sections 387, 420, 506 r/w.34 of the Indian Penal Code (for short 'IPC') and under section 39 and 45 of Maharashtra Money Lending (Regulation) Act, 2014.

4. The First Information Report (for short 'F.I.R.') is lodged by one Shivaji Bodke. He has stated that, they have an ancestral land at Daryache Vadgaon bearing Gat No.1024, 486 and

570. In the year 2015-2016 the informant had taken loan of Rs.13 lakhs on this property from Axis Bank by mortgaging it. After 2018 it become difficult for the informant to repay the loan and installments, therefore, he made inquiries with his friends. He was told that the applicant Mohit and Padmavati were giving money on interest. The informant met them. They agreed to give him loan. They agreed to give him Rs.30 lakhs by charging interest @ 10%p.m. but as a condition, the informant had to transfer 2 Acres of his land in their names. After repaying the principal amount with interest, that land was to be re-transferred to the first informant. The informant agreed to that. In December, 2018, the informant met applicant Mohit, who transferred Rs.15,67,314/- in the loan account of the informant and the loan account was closed. Thereafter on 24/12/2018 a sale deed was registered in respect of 80 Gunthe land in gut No.1024 in favour of the applicant Padmavati. It is the allegation in the F.I.R. that, Mohit and Padmavati had given him in all Rs.24 lakhs and Rs.6 lakhs were balance. That amount was not given to the informant.

5. In April 2019 the informant approached Mohit and

Padmavati. He told them that he was willing to repay the principal amount with interest and that they should re-transfer the land in his favour. However, in the meantime, the said land was sold by the applicant Padmavati to one Prashant Patil. The F.I.R. mentions that the informant has filed a civil suit for cancellation of the sale deed executed in favour of applicant Padmavati. There are allegations that, in October, 2019 the informant received a phone call from one Kedar. According to the prosecution, that person is the applicant Kedar Bandevdekar. At his request, the informant met one Dr. Prakash Bandivdekar. Dr. Bandivdekar told the informant that he had purchased the land in the name of his relative Prashant Patil and that if the informant wanted his land back, he had to pay Rs.80 lakhs to said Dr. Prakash Bandivdekar. There are allegations that, Dr. Prakash Bandivdekar threatened the informant. On this basis, the F.I.R. is lodged.

6. Shri. Satyavrat Joshi, learned counsel for the applicant Kedar, submitted that that there are hardly any allegations against the applicant Kedar in the F.I.R. The only role attributed to him is that he had made a phone call and had asked the informant to

meet Dr. Prakash Bandivdekar.

7. Learned counsel for the applicant Mohit and Padmavati submitted that, admittedly, they had paid money to the informant and the sale deed was properly executed. Thus, they were bonafide purchasers and, therefore, there is no offence committed by them. There are no allegations that, they were in the business of money lending and, therefore, they should be protected by an order of anticipatory bail.

8. Learned APP relied on the averments in the F.I.R. to oppose this application.

9. I have considered these submissions. As rightly submitted by Shri. Joshi, learned counsel for the applicant Kedar that, there are no allegations against the applicant Kedar except that he had once called the informant and had told him to meet Dr. Prakash Bandivdekar. The threats were issued by Dr. Prakash Bandivdekar and none of the present applicants has any connection with that as is reflected in the F.I.R.

10. As far as, roles of the applicants Mohit and Padmavati are concerned, admittedly, they had given money to the informant

and the sale deed was executed and registered. So, there is some substance in the submissions that it was a bonafide sale purchase transaction which is registered through a proper document. The informant has filed a civil suit for cancellation of that sale deed, therefore, if at all, it can only be a civil dispute and no criminal offence is disclosed against the present applicants. In this view of the matter, custodial interrogation of the applicants is not necessary. They can be protected by an order of anticipatory bail.

11. Hence, the following order :

ORDER

- (i) In the event of their arrest in connection with C.R.No.30 of 2020 registered at Gandhi Nagar Police Station, Kolhapur, the applicants are directed to be released on bail on their furnishing PR bonds in the sum of Rs.30,000/- each (Rupees Thirty Thousand each Only) with one or two sureties each in the like amount.
- (ii) All three Applications stand disposed of accordingly.

(SARANG V. KOTWAL, J.)