

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

CRIMINAL ANTICIPATORY BAIL APPLICATION NO.277 OF 2021

Pradip Madhusudan Kohar

...Applicant

Versus

The State of Maharashtra

...Respondent

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Mr. Rajeev Chaudhary, Advocate for the Applicant.

Mrs. Veera Shinde, APP for the Respondent – State.

PI-Vaishali More, EOW.

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CORAM : PRAKASH D. NAIK, J.

DATE : 18th FEBRUARY, 2021.

PC :

1. This is an application for anticipatory bail in C.R. No. I-208 of 2020 registered with Mira Road Police Station, Dist. Thane, Rural for offences under Sections 420, 406, 467, 471, 341, 448, 454, 457, 380, 427, 468 & 120-B of Indian Penal Code. The First Information Report (for short 'FIR') was registered on 9th September, 2020.

2. The case of the prosecution is that the informant is Doctor. She is Ophthalmologist. Her husband is also doctor. In August, 2019 the informant and her husband decided to take on rent one hospital of Dr. Gyannendra Tripathi which was closed. After negotiation, the premises were let out to the informant and her husband for running new hospital in the name and style as GSK Wellness Hospital. It was decided that the informant and her

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husband shall pay the amount of Rs.5,00,000/- as deposit to Dr. Gyannendra Tripathi and rent of the said hospital would be Rs.80,000/- per month. No written agreement was executed between the parties. Mr. Tripathi told them to start work and agreement can be executed subsequently. In September, 2019 informant spent about Rs.24,00,000/- for renovation of the said hospital. On 11th September, 2019 no objection certificate was obtained from Dr. Tripathi for changing the name of the hospital. On 7th October, 2010, the complainant started hospital in the name of GSK Wellness Hospital. When the renovation work was going on in September, 2019 Pavankumar Chaturvedi had approached the informant's husband and contended that he owns four rooms on the ground floor of the building. Mr. Tripathi has no connection with that. Deposit of Rs.2,00,000/- and rent of Rs. 35,000/- per month will have to be made. It was agreed that Rs.2,00,000/- would be deposited and Rs.35,000/- per month will be the rent in respect to the said premises. The informant paid deposit and monthly rent to him. No leave and license agreement was executed. In the meanwhile, Pradeep Kohar (Applicant) Satyen Savla approached the informant and her husband with proposal to start Naturopathy Hospital in the four flats/rooms on the ground floor. There was negotiation between them. It was decided that Pavankumar and the informant's husband

would provide the said four rooms for Naturopathy hospital. Agreement was executed and since October, 2019, Dr. Satyen Savla started Naturopathy hospital. On 15th February, 2020 two rooms were provided for using as medical store to Shri. Ashok Jain. Latter on, it was noticed that accused Pradeep Kohar (Applicant) and Dr.Satyen Savla represented to the staff of hospital when they have invested money in the hospital and the entire staff should work as per their direction. Accountant used to deposit money collected in the hospital in the account of Dr. Satyen Savla and applicant. Subsequently, on account of pandemic the hospital was closed. On 28th May, 2020 the informant noticed that the equipment total worth Rs.1,53,000/- and Cash of Rs.1,25,000/- was stolen from their hospital by the accused including applicant. The cabin was broke open. The accused took possession of the premises and also committed theft of medical equipment and cash. Hence, the FIR was lodged on 9th September, 2020.

3. The contention of the applicant is that the entire case is false. No offences are made out against the applicant. It is submitted that the applicant had decided to invest necessary amount for the purpose of renovation of hospital and invested the amount towards the same. The premises within the said hospital were let out to third party for conducting pharmacy activities. Deposits were accepted.

The said amount was to be received by the applicant as against the investment made by them. The complainant had misappropriated the said amount. The applicant had invested the amount for renovation of the hospital. They paid necessary amount to the husband of complainant by virtue of necessary transfer. The applicant is in possession of agreement executed with Ashok Jain, who paid an amount of Rs.10,00,000/- which was utilized by the complainant's husband. The applicant had paid necessary amount to Mr. Satyen Savla, who was looking after the work of hospital. Reliance is placed on the correspondence exchange between the parties. It is submitted that, initially the hospital was conducted by Dr.Satyen Savla and Anilkumar Goswami. Investment made by applicant and his family. Mr.Savla and Anilkumar Goswami were charging their consultation fee and monthly salary. After receiving the entire deposit, Goswami left the hospital voluntarily. It is submitted that the allegations that the cabin was broke open and the accused committed theft of articles is totally false.

4. Learned APP submitted that the specific role has been attributed to the applicant. The complainant had invested huge amount in renovation of the hospital. The accused were involved in theft of the articles. They broke open the cabin and took away the cash. Custodial interrogation of the applicant is necessary.

5. On perusal of the FIR and documents placed on record it is apparent that there is dispute between the parties in relation to property. Both the sides are claiming rights in respect to the property. The matter relates to document. The application for anticipatory bail preferred by other accused has been allowed by this Court. The investigation can be conducted without custodial interrogation of the applicant. Hence, I pass following order:

ORDER

- (i) Anticipatory Bail Application No. 277 of 2021, is allowed;
- (ii) In the event of arrest of applicant in C.R. No. I-208 of 2020 registered with Mira Road Police Station, the applicant be released on bail on executing P. R. Bond in the sum of Rs.25000/-(Rupees Twenty Five Thousand Only), with one or more sureties in the like amount;
- (iii) The applicant shall report Investigating Officer as and when called;
- (iv) The applicant shall not tamper with evidence.

(PRAKASH D. NAIK, J.)