IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CRIMINAL ANTICIPATORY BAIL APPLICATION NO. 398 OF 2021

Uma W/o Ramchandra @ Sanjay Pujari .... Applicant
Versus
The State of Maharashtra .... Respondent

Mr. Ritesh Thobde, for the applicant.
Mr. Ajay Patil, APP for the State/Respondent.

CORAM :SARANG V. KOTWAL, J.
DATE :11th FEBRUARY 2021

P.C. :

1. The applicant is seeking anticipatory bail in connection with C.R. No. 442 of 2020 registered at Mandrup Police Station,Solapur, on 26/12/2020 under Sections 39 and 45 of the Maharashtra Money Lending (Regulation) Act, 2014 and under Sections 504 and 506 of the Indian Penal Code.

2. Heard Mr. Ritesh Thobde, learned Counsel for the applicant and Mr. Ajay Patil, learned APP for the State.

3. The FIR was lodged by one Swapnil Nagtilak. He has stated that his mother had an agricultural land admeasuring 81 gunthas in village Vadapur, District Solapur. The informant's family was in need of money. Therefore the informant's mother had sold this land to the applicant on 10/02/2017 for Rs. 5 lakhs. It was stipulated that for a period of three years, interest at the rate of 2% was chargeable on that amount of Rs. 5 lakhs and when the principal amount and the interest were returned to the applicant, the land was to be transferred back to informant's family. However, before the period of three years was over, the informant offered to repay the principal amount alongwith the interest to the applicant. But the applicant did not accept offer given by the informant and instead abused and threatened him. In August 2020, when the informant removed the extract of the land, he came to know that the applicant had sold the agricultural land to Sonappa Khandekar on 6/7/2020. The informant questioned the applicant. The applicant told the informant that the amount had gone upto Rs. 10

lakhs and therefore this land was sold to others. She refused to transfer the land back to the informant. On this basis the FIR is lodged.

4. The learned Counsel for the applicant submitted that it was not a money lending transaction but simple transaction of sale of land. There was no question of any interest being charged on the amount and there was no question of re-transferring or re-conveying said land to the informant. He relied on Section 17 of Maharashtra Money Lending (Regulation) Act, 2014. He submitted that the informant is not remedy less and he can take recourse of Section 17 of the said Act to get back his land. He emphasised that it was not a money lending transaction and therefore no offence is committed by the present applicant. He also relied on a copy of the sale deed dated 10/2/2017 which was a registered document. There is no reference of re-transferring that land back to the applicant. Copy of the sale deed is not annexed to the application. However, he has produced copy of the

same in the Court. This document is taken on record and marked “X” for identification.

5. Learned APP opposed the application and submitted that the nature of transaction shows that it was a money lending transaction. The sale deed mentions the price of the land as Rs. 03,26,000/-. He submitted that the area of the land was 81 gunthas and it was impossible that the purchase price of that land was so less.

6. Learned APP relied on another document which is referred to in the first information report. Copy of the document is taken on record and marked as “Y” for identification. That document is about re-conveying of the land after a period of 3 years. There is mention of Rs 5 lakhs which was given to the first informant. Shri Patil therefore submitted that the applicant has clearly committed an offence under section Money Lending Act.

7. I have considered these submissions. As rightly pointed out by Shri Ajay Patil, learned APP, that sale price mentioned in the sale deed executed between the parties i.e. Rs.03,26,000/- is much less and it is difficult to believe that it could have formed part of sale for 81 gunthas of the land. However, more importantly learned APP has relied on a notarised document executed between parties on the very same date i.e. on 10.2.2017. The learned Counsel for the applicant did not refer this document at all. That document speaks about advancing money to the tune of Rs. 5 lakhs to the informant and there was a clause for re-transferring the same land to the present informant.

8. Thus the allegations in the FIR are supported by various documents executed between the parties. Significantly, as mentioned earlier, both documents i.e. sale deed and the other document regarding advancing of Rs. 5 lakhs is executed on the very same date i.e. on 10/2/2017. Thus it clearly shows that money was

advanced to the informant and just to circumvent provisions of money lending Act, document in the nature of Sale Deed appears to have been executed between the parties.

9. In this view of the matter, no case for anticipatory bail is made out. Custodial interrogation of the applicant is necessary to find out modus operandi and manner of execution of the document. The informant has already suffered because of loss of land and loss of money.

10. The application is rejected.

(SARANG V. KOTWAL, J.)