IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.511 OF 2021

1. Parvati Ramdas Bhoir, &
2. Jagdish Ramdas Bhoir. ….. Applicants

Versus

The State of Maharashtra …. Respondent

Ms. Madhavi Tavanandi, Advocate i/b. Sangram L. Suryawanshi, for the Applicants.

Smt. A.A. Takalkar, APP for the Respondent-State.

Ms. Latika Chitre, Advocate for the Intervenor.

CORAM :SARANG V. KOTWAL, J.
DATE : 09th APRIL, 2021

P.C. :

1. The Applicants are seeking anticipatory bail in connection with C.R. No.263/2019 registered at Vithalwadi police station, District-Thane under Sections 420, 406, 465, 467, 468, 471 read with 34 of Indian Penal Code.

2. The FIR is lodged by one Sagar Salvi. He has stated that he wanted to purchase residential rooms. In October, 2017 he and his friends went to the office of M/s. Shree Developers. One Sandesh Bhoir was in charge of the business. He showed the documents regarding the place and

ready rooms in the building known as Nilesh Residency. Sandesh Bhoir quoted the price at Rs.12 Lakhs. He represented to the informant and others that he had an agreement with a finance company. That company was advancing 80% price as loan and Rs.2,67,000/- were given from the Prime Minister's Housing Scheme. The accused Sandesh Bhoir showed some receipts showing booking made by some police employees. The informant and his friends Ganesh Borade, Hemant Jadhav and Rajendra Bahire decided to purchase rooms. They were asked to give documents in the nature of Aadhaar Card, PAN card, salary slips and twelve blank cheques. The informant had given all those documents to Sandesh Bhoir. The informant had paid Rs.50,000/- in cash, but, he was given receipt of only Rs.5,000/-. After that, Sandesh Bhoir did not call the informant for executing any agreement. The informant pursued the matter with him. He demanded Rs.2 Lakhs more. The informant paid that amount through bank transaction. After that Sandesh Bhoir stopped responding to the informant. In April, 2018 suddenly the informant received a phone call from M/s. Aspire Homes Finance Company Limited, Kalyan telling him that the cheque issued by him was dishonored. The informant was shocked. He has not given any cheque. He made enquiries. He came to know that the accused had obtained loan in the name of the informant through his Shri Developers from Aspire Home Finance Company, Vasai to the tune of Rs.12,50,000/-. On enquiries, the informant came to know that the accused Sandesh Bhoir had taken that loan by forging informant's and his wife's signatures. In April, 2018, the informant further came to know that money from his bank account was debited periodically in the name of Muthoot Housing Finance Company, Bail Bajaar, Kalyan. On further enquiries, he came to know that again Shri Developers had obtained the loan of Rs.14 Lakhs in the informant's name in respect of an agreement of purchase of flat No.102 in Saineel Apartment at Washind, Shahapur. The informant came to know that in respect of three flats fraudulent registration was made in the informant's name. His aforementioned friends were similarly cheated and some fraudulent transactions were made in their names as well. Thus the informant was suffering losses for the loan which he had not taken. The amounts were not deposited in the name of present Applicant. Applicant No.1 is mother of the main accused Sandesh Bhoir and Applicant No.2 is his brother. The FIR mentions the names of other victims, who had suffered similar losses to the tune of Rs.3,30,72,802/-.

3. Heard Ms. Madhavi Tavanandi, learned Counsel for the Applicants, Smt. A.A. Takalkar, learned APP for the State and Ms. Latika Chitre, learned Counsel for the Intervenor.

4. Learned Counsel for the Applicant submitted that the offence is committed by Sandesh Bhoir. Both the Applicants being, close relatives of Sandesh Bhoir, are needlessly roped in. Learned Counsel for the Applicants further submitted that Applicant No.1 is an illiterate lady and her son Sandesh Bhoir had merely used her name. The

Applicants have not made any representation to the informant or other victims. Therefore, they cannot be said to have committed any offence. The other co-accused Muralidhar Awate and his wife, who were other Directors of Shri Developers are granted anticipatory bail and, therefore, on parity also the Applicants deserve to be released on bail.

5. Learned A.P.P. as well as learned Counsel for the intervenor opposed this application. Learned Counsel for the intervenor submitted that it was a huge fraud and there are many victims. The modus operandi was clear enough that the loan was taken in the name of informant and other victims by using their documents. Their signatures were forged and all the victims are suffering monetary losses for no fault of theirs. Learned A.P.P. also relied on the investigation carried out so far.

6. I have perused the investigation papers. Learned A.P.P. has furnished a list of victims and the connection of the present Applicants with their transactions. Said list is taken on record and marked 'X' for identification. The list shows

that the victims names are Shrikant Salvi, Raju Pagare, Khandu Salve, Manik Adkitte, Dipak Jadhav, Sanjay Wagh, Hemant Jadhav, Baban Redekar, Sagar Salvi etc.. Out of them, the documents were executed by Applicant No.2 Jagdish Bhoir in respect of victim Shrikant Salvi. The documents of other victims except Baban Redekar were executed by Applicant No.1 Parvati and for Baban Redekar the documents were executed by Applicant No.2's wife Savita. The list further mentions the amount of loan taken in the names of other victims. There are 24 such victims in whose names loans were taken from different finance companies. The total amount comes to around Rs.4,51,51,938/-.

7. I have considered all these submissions and in particular I have seen the list provided by the investigating agency. Undoubtedly all these 24 victims have suffered at the hands of all the accused. Huge amounts of loans were taken in their names and installments were recovered from these victims. In that case, not only the victims are cheated

but the finance companies are also cheated ultimately causing loss to the general public. The scope of the entire offence is quite wide. Both the Applicants cannot claim ignorance or innonence in this context. Their specific roles are clearly established during investigation. The agreements with the victims are entered into by the Applicants. The victims were not present at the time of execution. Their signatures are forged. Though learned Counsel for the Applicants has submitted that Applicant No.1 is an illiterate lady; on some of the agreements her signature also appears. Admittedly in all these transactions the victims were never present and their documents were used fraudulently to obtain loans. Both the Applicants have taken active part in commission of the offence. Various amounts of loan have come to their bank accounts. Therefore, their custodial interrogation is absolutely necessary. No case for anticipatory bail is made out. The Application is rejected.

(SARANG V. KOTWAL, J.)

Deshmane (PS)