

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO.1549 OF 2021
WITH
INTERIM APPLICATION NO.1877 OF 2021**

Nitin Sahebrao Kamathe .. Applicant
Versus
The State of Maharashtra .. Respondent

**WITH
ANTICIPATORY BAIL APPLICATION NO.1363 OF 2021
WITH
INTERIM APPLICATION NO.1684 OF 2021**

Savita Ramdas Katke and Anr .. Applicants
Versus
The State of Maharashtra .. Respondent

**WITH
ANTICIPATORY BAIL APPLICATION NO.1456 OF 2021
WITH
INTERIM APPLICATION NO.1685 OF 2021**

Ranjeet Yugraj Shingane .. Applicant
Versus
The State of Maharashtra .. Respondent

**WITH
ANTICIPATORY BAIL APPLICATION NO.1564 OF 2021
WITH
INTERIM APPLICATION NO.1875 OF 2021**

Ranveer Yugraj Shingane .. Applicant
Versus
The State of Maharashtra .. Respondent

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Mr. Shantanu Phanse for the applicant in all the Applications.

Mr.Amit P. Garg for the intervenor in all applications.

Mr.A.R. Kapadnis, APP for the State.

API Shri Ranjit S. Mohite from Kondhwa Police Station, Pune City present.

CORAM: BHARATI DANGRE, J.

DATED : 11th AUGUST, 2021

P.C:-

1 The four applicants arraigned in C.R.No. 272 of 2021 registered with Kondhwa police station seek protection from arrest in the light of the accusations faced by them. The said C.R invoke Sections 420, 467, 468, 471, 385, 447, 506, 427, 452, 120(b) r/w Section 34 of the IPC, and the accusations are spread over a period commencing from 2008 to 2021.

2 Heard Mr.Shantanu Phanse for the applicants, Mr.Amit Ghag, learned counsel for the intervenor, and Mr.A.R. Kapadnis, learned APP for the State.

3 In the complaint which is filed by the Director and authorized representative of Pune Kondhwa Reality Pvt.Ltd, who has taken out an application for intervention, it is stated that the Company is engaged in the business of development of land, construction thereupon, in short, in real estate business.

Tilak

The longish FIR allege that in the year 2007, the Company had entrusted the work of project management to one M/s.PRA Realty India Pvt.Ltd, who was assigned the task of acquiring the land, applying for necessary permissions from the Municipal Corporation and of ensuring all legal compliances in respect of a parcel of land situated at Yeole wadi, Kondhwa. The applicant Mr.Ranveer Yugraj Shingane was working as a Legal Executive with the said Private Limited Company and was responsible to cater to the legal compliances in respect of the said land. In the year 2008, a development agreement came to be executed with one Sahebrao Shankar Kamathe for himself and as a *karta* of the joint family, Shri Vilas Kamathe (for himself and as a guardian for his minor children), Nitin S. Kamathe (for himself and guardian of his minor children), Savita Katke, Laxmibai Wadkar and Kondhwa Realty Pvt.Ltd. The said agreement pertaining to Survey No.16/3, area 69R is registered with the Sub-Registrar, Haveli vide No.9802/08 on 7th October 2008.

By the said agreement for development, the aforesaid persons were held eligible for area of 23548 sq.ft out of the total construction of the flats to be built up on the said piece of land, along with one row house. It is alleged that an amount of Rs.35 lakhs was already paid to the land owners and the possession of the land was agreed to be handed over after execution of the Power of Attorney. The Company is in possession of the land since 2008 and the land record stand in the name of the

Company vide Mutation Entry No.2880 and 2879 dated 6th April 2009.

4 It is alleged that in the year 2018, the aforesaid persons along with other members of Kamthe family executed a sale deed in respect of the said land in favour of the Company and the document is registered with Sub-Registrar, Haveli No.8 on 5th January 2018. The consideration of the said deal in favour of the agriculturist/owners was 46106 sq.ft of land with 44 flats and Rs.35 lakhs with two row houses being promised. The complaint alleged that the Company owns 100 acres of land and 44 flats came to be allotted to the owners and the construction is going on and the row houses are yet to be completed. The remaining construction was promised after 30 months with a completion certificate being obtained from the Corporation.

5 It is alleged that Sahebrao Kamathe executed a Gift deed in favour of Nitin Sahebrao Kamathe i.e. his son made over land comprised in Survey No.16/3 admeasuring 31.2 R from the 69R which was sold to the Company of complainant. The said Gift deed is registered on 29th October 2020. The necessary changes were also made in the record of rights. Further, it is alleged that Sahebrao Shankar Kamthe also executed another Gift deed in favour of Savita R. Kamathe and Laxmi @ Mande Wadkar on 29th October 2020 by registered documents which

cover area of 34.76 R, from the 69R land of Survey No. 16/3. Necessary entries to that effect were carried out in the record of right. The further allegation is, on 25th December 2020, Nitin Kamthe further sold the land gifted to him to M/s.Yugraj & Co. Associates and Advisors, LLP and the said documents is signed by the application Ranjeet Shingne. Further, the land gifted to Savita and Laxmi by Sahebrao, admeasuring 34.76 also came to be sold to the same Company and the deed is signed by the applicant Ranjeet Shingane. When the complainant obtained necessary information from the website, it was revealed to them that M/s.Yuvraj and Co. Associates and Advisors, has two partners Ranvir Shingne and Ranjeet Shingne. At that time, it became evident that the Company of the complainant had appointed P.R.A Realty India Pvt.Ltd as a consultant and Ranvir Shingane was working as their legal executive and it is during his regime that the deal was struck in respect of Survey No.16/3. Since he was involved in the transaction, he was acquainted with Sahebrao, Nitin Kamathe, Savita Kamathe and Laxmibai, and was also aware of the fact that the Power of Attorney in respect of land Survey No.16/3 was obtained from these persons. Taking benefit of the acquaintance, it is alleged that on 30th January 2021, Mr.Nitin Kamathe and Ranvir Kamathe trespassed the land and demanded an amount of Rs.50 crores as extortion amount for settlement of the dispute.

This resulted in registration of the present C.R, invoking the offence of forgery and extortion along with other offences under the IPC.

6 On perusal of the documents in form of the executed sale deeds which are placed on record, it is apparent that in the backdrop of the deal entered by Kondhwa Realty Pvt.Ltd, the Power of Attorney holder Sahebrao Kamthe executed Gift deed in favour of his sons and daughters, though the same land was subject matter of sale deed dated 5th January 2018. Sahebrao Kamathe who is arraigned as the Principal accused gifted the land in favour of the other accused persons being A2, A3 and A4, though he had clear knowledge that the land belong to the Company. On the basis of the said sale deed, the applicants trespassed on the land and attempted to obtain possession forcefully and demanded an amount of Rs.50 crore. On the basis of various documents in form of sale deeds placed on record, the accusation faced by the applicants call for a thorough investigation and this is only possible if their custody is obtained. The allegations revolve around a property and for settlement of the discord, an amount of Rs.50 crore is demanded by the applicants Ranjeet and Ranveer who are alleged to have arranged for the miscreant persons and they attempted to creete a fencing. When restrained, they threatened that the property would be

further sold to some strangers and the work of development would be stalled.

In the nature of the serious allegations, the applicants do not deserve any protection and all the four applications are rejected.

7 In view of the disposal of the Anticipatory Bail Applications, Interim Applications stand disposed of.

SMT. BHARATI DANGRE, J