

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

ANTICIPATORY BAIL APPLICATION NO.1532 OF 2021

Vallabhji Moorji Dhedhia Applicant

versus

State of Maharashtra Respondent

**WITH
INTERVENTION APPLICATION NO.1741 OF 2021
IN
ANTICIPATORY BAIL APPLICATION NO.1532 OF 2021**

Pawnidevi Mohanlal Jain Intervenor

IN THE MATTER BETWEEN :

Vallabhji Moorji Dhedhia Applicant

versus

State of Maharashtra Respondent

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- Ms.Racheeta R. Dhuru i/b. Behzad Irani, Advocate for Applicant.
- Mr.Dilip H. Shukla, Advocate for Intervenor/First Informant.
- Smt. M.R. Tidke, APP for the State/Respondent.

**CORAM : SARANG V. KOTWAL, J.
DATE : 08th JULY, 2021
(Through video conferencing)**

P.C. :

1. The Applicant is seeking anticipatory bail in connection with C.R.No.204/2019 registered with Bhayander Police Station, Thane, on 09/07/2019 under sections 420, 465, 467, 468, 471 of the Indian Penal Code.
2. Heard Ms.Racheeta R. Dhuru, learned counsel for the Applicant and Smt. M.R. Tidke, learned APP for the State.
3. The FIR is lodged by one Mohanlal Bhabutmal Jain on 09/07/2019. He has stated that he and his brother Ratilal had started construction business in the year 1995 in Mira Bhayander area. The Applicant was having his partnership firm known as M/s Sheetal Constructions. In 1996 there was dispute between the Applicant on one hand and informant and his brother on the other. Therefore the informant had shifted to Ahmadabad, Gujrat and was carrying on his different business. The mediator between the parties Arunbhai Kadam, brought about some sort of compromise. According the agreed terms, the

informant's brother Ratilal was given a land bearing survey No.122 admeasuring 25 Guntha and the informant himself was given survey No.601 (old) at Bhayander West and new survey No.168 admeasuring 46 Guntha, out of total 93 Gunthas. In respect of that, the Applicant had executed agreement for development-cum-sale, power of attorney, declaration-cum-indemnity and possession letter on 15/03/1998. They were executed stamp papers of Rs.100/-.

4. On the land coming to the share of informant's brother Ratilal, construction was made and the building was sold. As far as the land which had come to the share of the informant, the informant did not develop that land and kept it vacant. The informant was telling the Applicant to register the documents. But the Applicant was avoiding to oblige. There are allegations that a notice appeared in a newspaper of 31/08/2018 mentioning that the same land which had come to the informant's share, was to be given for development by the original owners Firoz and the Applicant. The informant

approached the Applicant and told him that out of 93 Gunthas, 46 Gunthas were sold to him. The informant thereafter was pursuing the matter and confirmed that the aforesaid documents in the nature of development were actually signed by the Applicant. The informant then filed a Civil Suit No.108/2019. It is his case that during inspection of the documents, the informant came to know that the document was executed between the Applicant and Firoz Irani on 19/06/1995. It was in the nature of agreement for sale deed. There was overwriting. The document in the nature of deed of cancellation, which was submitted in the court was also an important document. Copy of it was not given to the informant. The development agreement dated 19/06/1995 was executed in favour of M/s Sheetal Constructions, but there was no signature. Thus, according to the informant, the original owner Firoz Irani had cancelled the agreement with the Applicant and the Applicant had concealed this fact from the informant. There are allegations that the Applicant had created forged document and deprived the informant of his legitimate dues.

5. Learned counsel for the Applicant submitted that the informant had applied for interim relief before the Civil Court. The said application was rejected on 06/07/2019 and immediately thereafter on 09/07/2019 the present FIR is filed against the present Applicant. She submitted that, filing of the civil suit itself shows that it was a civil dispute and there was no criminal offence involved in this case. According to Ms.Dhuru, the Applicant has not signed any development agreement, power of attorney, declaration-cum-indemnity bond and possession letter in favour of the informant. She submitted that the transaction between Firoz Irani and the Applicant was cancelled in the year 1995.

6. Learned APP opposed this application. She submitted that statement of stamp paper vendor was recorded and she has stated that she has not sold the stamp papers on which the cancellation and other documents were executed.

7. Learned counsel for first informant sought time to produce certain important documents on record. He however did not refer to factual matrix of this matter and the stand taken by learned counsel for the Applicant. Only to give a fair chance to the learned counsel for the informant, today, I am adjourning the matter. However, considering the submissions made by learned counsel for the Applicant, today I am protecting the Applicant by way of interim relief.

8. Hence, the following order :

ORDER

- (i) In the event of his arrest in connection with C.R.No.204/2019 registered with Bhayander Police Station, Thane, till the next date, the Applicant is directed to be released on bail on his furnishing PR bond in the sum of Rs.30,000/- (Rupees Thirty Thousand Only) with one or two sureties in the like amount.
- (ii) The Applicant shall attend the concerned Police

Station as and when called and shall cooperate with the investigation.

(iii) This order shall operate till 23/08/2021.

(iv) Stand over to 23/08/2021.

(SARANG V. KOTWAL, J.)