

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO.1671 OF 2021**

Bhargav Ramdas Thakur .. Applicant

Vs.

The State of Maharashtra .. Respondent

**ALONG WITH
INTERIM APPLICATION NO.1979 OF 2021**

Dilip Ramdas Gharat .. Intervenor

In the matter of:

Barghav Ramdas Thakur ... Applicant

Vs.

The State of Maharashtra .. Respondent

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Mr. Niranjan Mundargi with Mr. Saurabh Butala for the Applicant.

Mr. N.N. Patil for the Intervenor.

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

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CORAM : SMT. BHARATI DANGRE, J.

DATED : 17TH AUGUST, 2021.

P.C:-

1. The Applicant is apprehending his arrest in C.R. No.202 of 2021 registered with Panvel Town Police Station under Sections 406 and 420 of the Indian Penal Code.

2. The Complainant is one Dilip Ramdas Gharat, who alleges that in partnership with one Pritam R. Thakur, he has established a partnership named as 'Shree International Construction Company', which was allotted the work of cutting of hills and refilling the same by the GVK Company for a new upcoming Airport. It is alleged that Shree International Construction Company carried out the work to the tune of Rs.12,27,60,555/- and the work was completed in the month of March, 2019 and this work yielded a profit of Rs.82,68,635/-, which was equally distributed between the partners. It is further alleged that some amount is payable by the GVK Company to their partnership and, after receipt of the said amount, the Complainant is liable to pay a sum of Rs.9,35,402/- to the partnership firm of the present Applicant and Mr. Pritam Thakur.

3. The allegation in the complaint is that the Complainant and the Applicant decided to venture into a stone crusher plant jointly, at Kundevahal, Panvel, Dist. Raigad and a Partnership Deed was executed on 21/08/2017. The allegation is that it was agreed to deposit Rs.74 lakhs each in the bank account

maintained with Apna Bank as and by way of down payment to secure loan for stone crusher plant to be established. Accordingly, the Applicant instructed the Complainant to deposit the said amount in the account of 'M/s. B.R. Thakur' to secure the loan in the name of the said firm and he was under the impression that the stone crusher plant would be run jointly. So as to secure the investment, the Complainant mortgaged his flat and paid Rs.74 lakhs in two instalments i.e. Rs.24 lakhs and Rs.50 lakhs respectively. He was given an impression that what is to be contributed is Rs.60 lakhs each and Rs.14 lakhs were returned to the Complainant. After this, the bank transferred an amount of Rs.4,71,00,000/- in the Over Draft Account of the Applicant for the stone crusher plant. The Complainant thereupon secured the lease permission for stone crushing at Survey No.57, but the Applicant is alleged to have commenced the stone crusher plant at Survey No.59. On enquiry, he was informed that Survey No.57 is less in area and Survey No.59 is more suitable. The allegation is that the Complainant had borne the expenses for the stone crushing plant, wagon drill machine used for drilling, hydra machine and expenses for site supervisor. The Complainant has spent an amount of Rs.21,64,202/- and advanced an amount of Rs.43,06,611/- to the Applicant in the year 2018-19 by way of advance for the stone crusher plant, which includes office expenses of Rs.8,13,200/-, charges of electric transformer and all equipment for transformer, expenses for securing pollution control permission and for other

miscellaneous expenses. It is further alleged that the Complainant transferred an amount of Rs.43 lakhs from the account of Shree International Construction Company to the account of the Applicant i.e. Rs.40 lakhs on 30/08/2018 and Rs.3 lakhs on 13/12/2018. The stone crusher plant started functioning on 01/12/2019 in Survey Nos.57 and 59. The Applicant agreed to pay Rs.5 lakhs per month to the Complainant in lieu of his share in the property, but he has not paid the said amount. It is further alleged that he has not paid an amount of Rs.65 lakhs towards rent of stone crushing plant. Further, it is alleged that the Applicant has erased signature of the Complainant and put his signature for obtaining electric connection, in his name. The Complainant allege that he has been cheated to the tune of Rs.2,14,72,946/- as he refused to give share in stone crushing plant. The aforesaid accusations resulted in registration of the FIR.

4. Heard Mr. Mundargi, learned counsel appearing for the Applicant, Mr. Patil, learned counsel appearing for the Intervenor. The Intervenor has placed on record the Partnership Deed executed on 21/08/2017 between the Applicant and the Complainant, which records that the partnership business would be operated from Survey Nos.57 and 59 and is in the nature of stone crusher plant. The initial investment of Rs.10 lakhs is agreed to be contributed by the two partners to the extent of Rs.5 lakhs each. The profit and loss is agreed to be shared in the

apportion of 50%. On careful perusal of other covenants in the Partnership Deed, it becomes clear that the Partnership is not assigned any name, but is entitled to operate for purpose of a stone crusher plant. The said document is notarized. The application preferred for installation of crusher plant in Survey Nos.57 and 59 is placed before me. There is also an application preferred to the Pollution Control Board and, along with the said application, an affidavit, which is submitted, referred to the partnership as 'M/s. B.R. Thakur' and it bears the signature of the Applicant and the Complainant. The application, which has been preferred to the Pollution Control Board on 18/10/2017 is under the signature of the Complainant and the documents annexed reflect that the firm name is 'M/s. B.R. Thakur' and the name of the Complainant Dilip Ramdas Gharat is attached to the said firm. The permission, which is received from the Pollution Control Board on 30/10/2017 records it in the name of 'M/s. B.R. Thakur' at Survey Nos.57 and 59, Village Kundevahal, Taluka Parnel, District Raigad. The investigation reveals that the applicant is projected to be a partner of M/s. B.R. Thakur and all the permissions are obtained in the name of M/s. B.R. Thakur whereas, the Complainant submits that he has no concern with 'M/s. B.R. Thakur'. In the application, which has been preferred to the Maharashtra State Electricity Distribution Co. Limited, the signature of the Complainant has been erased and the Applicant has signed again, on behalf of M/s. B.R. Thakur.

5. The allegation of the Complainant is that he has been duped by adopting the aforesaid methodology and the documents have been manipulated by the Applicant with an ulterior motive so as to deprive him of his legal dues in terms of the Partnership Deed. The fact remains that the amount of Rs.4,71,00,000/- has come in the Over Draft Account of the Applicant on the basis of the Partnership Deed executed between the Complainant and the Applicant and produced before the Apna Bank. The documents placed on record by the Complainant reflect that the electric meter for the crusher plant at Survey Nos.57 and 59 is in the name of 'M/s. B.R. Thakur'.

6. This allegation required an indepth investigation as even in the Certificate issued by the Government of India, Ministry of Micro, Small and Medium Enterprises, the name of the Entrepreneur is shown to be the Complainant but the name of the Enterprise is shown as 'M/s. B.R. Thakur'. The capital investment of the partnership, including the plant and machinery, is shown to be Rs.3 crores. The aforesaid allegations call for thorough investigation as the Complainant alleges that an amount of Rs.2,14,72,946/- is due towards him and he has contributed for the stone crusher plant, which has been misappropriated by the Applicant with the aid of 'M/s. B.R. Thakur'. The submission of Mr. Mundargi is to the effect that it is a simple deal does not inspire confidence and a thorough

custodial interrogation would unearth the real nature of transaction. The Application is rejected.

7. In view of the rejection of the Anticipatory Bail Application, Interim Application is also disposed of.

[SMT. BHARATI DANGRE, J.]