IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.1678 OF 2021

Sagar Damji Shah .... Applicant
Versus
The State of Maharashtra .... Respondent

Mr. R.D. Suryawanshi, Advocate for the Applicant.
Mr. S.S. Pednekar, APP for the Respondent-State.

CORAM : SARANG V. KOTWAL, J.

DATE : 23rd JULY, 2021
[Through Video Conferencing]

P.C. :

1. The Applicant is seeking anticipatory bail in connection with C.R.No.348/2021 registered at Tilak Nagar Police Station, Mumbai under sections 406, 420, 465, 467, 468, 471 read with 34 of the Indian Penal Code.

2. Heard Shri R.D. Suryawanshi, learned counsel for the Applicant and Shri S.S. Pednekar, learned APP for the State.

3. The FIR is lodged on 7.6.2020 by one Naina Pasad.

She has stated that she had purchased two shops bearing Shop Nos.56 & 57 at MMC 3, 1/2, Labour Camp, J.M. Road, Near Railway Crossing, Chembur (West), Mumbai. She had purchased those shops in the years 1988 and 1987. She was conducting the business of Chemists and selling dry-fruits. Subsequently, both these shops were given on rent to the applicant's father. The tax receipts and light bills were retained in the name of the informant. The FIR mentions that the applicant's father was conducting business of selling electronic goods in those shops by the name Ashapura Electronics. Since it was a relationship based on trust, rent agreement was not executed and the rent was fixed at Rs.10,000/- per month. Initially the applicant's father gave rent on time but then started making defaults. There are allegations that since 2017, the applicant's father had not paid Rs.5,21,000/- which were due and payable. Whenever the informant asked the applicant's father to vacate the shop he used to contend that he had purchased those shops. The informant approached the electricity distribution company in

January, 2021. She came to know that the applicant's father had given an application for getting new electricity connection in those shops and to change the name of earlier light meter to his name. The informant placed her objection on record with the electricity distribution company. Thereafter, she made complaint in writing to Tilak Nagar police station. She was shown copies of two agreements for sale in respect of those two shops for Rs.20 lakhs each. They were in the name of the applicant's father as well as in the applicant's name. According to the informant, she had never executed such documents and, therefore, they were forged documents. On this basis, the FIR is lodged.

4. Learned counsel for the applicant submitted that the applicant's father had taken those particular shops in the year 2001. At that time the applicant was seven or eight years of age. He attained majority only in the year 2013. Therefore, it is more than clear that everything was done by the applicant's father and if there is any offence, it cannot be attributed to the present applicant. Even in the year 2014,

when those forged documents were allegedly executed at that time the applicant was hardly 19 years of age. It also shows that the negotiations and execution was done at the behest of the applicant's father. He was merely acting on his father's instructions.

5. He submitted that except for the bare words of the informant, there is nothing to show that the document is forged.

6. Learned APP strongly opposed this application. He submitted that there is no doubt that the documents were forged. The Notary and Stamp Vendor have not supported execution of those documents. The informant has denied her signature on those documents. There are licences and registration documents for those shops which are in the name of the first informant. Those licenses are annexed at Pages-87 & 88. Learned APP Shri Pednekar submitted that this particular aspect needs to be investigated.

7. I have considered these submissions. As far as the licences for those particular shops are concerned, copies of the same are annexed at Pages-87 & 88 of this application, which show the name of the employer as Naina Pasad i.e. name of the first informant. Thus it appears that right from that time onwards the dealing was between the informant and the applicant's father because admittedly at that time the applicant was very young and was around seven to eight years of age. He attained majority only in 2013. Thereafter those two agreements were executed, one of which bears the applicant's signature. Thus, this link shows that it was the applicant's father who was through out dealing with the transactions regarding these particular shops. The applicant's father was already arrested and is now released on bail.

8. In this view of the matter, custodial interrogation of the applicant, who was very young during all this period, will not really serve any purpose. Therefore, I am inclined to protect the applicant by way of anticipatory bail. Hence, the following order :

<u>ORDER</u>

(i) In the event of his arrest in connection with C.R.No.348/2021 registered with Tilak Nagar Police Station, Mumbai, 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) Anticipatory Bail Application stands disposed of accordingly.

(SARANG V. KOTWAL, J.)

Deshmane (PS)