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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 2622 OF 2019

GANESH GANGARAM MISAL & ORS. ..APPLICANTS
VS.
THE STATE OF MAHARASHTRA ..RESPONDENT

Mr. Satyavrat Joshi i/b. Sunil Shivaji Kamble for applicant.
Dr. Uday Warunjikar a/w. Sumit Kate a/w. Vaishnavi Gujarathi a/w. Sonali Chavan for respondent No.2.
Mr. N.B. Patil, APP for State.

C0RAM : M. S. KARNIK, J.

DATE : OCTOBER 1, 2021

P.C. :

Heard learned counsel for the applicants.

2. This is an application for pre-arrest bail for the offences punishable under Sections 323, 342, 365, 384, 392, 504, 506 read with Section 34 of the Indian Penal Code and Sections 39 and 45 of the Maharashtra Money Lending (Regulation) Act, 2014.

3. The First Information Report (‘FIR’ for short) is dated 13/11/2019 registered as C.R.No.600/2019 which was initially filed before Jaisingpur Police Station, later on transferred to

Shivaji Nagar Police Station. The statement of the complainant was recorded on 8/11/2019.

4. Briefly stated it is the case of the complainant that he is into building construction activity. The complainant needed finance for his business. He was therefore introduced to the applicant No.1. In the year 2016, the applicant No.1 had advanced a loan of Rs. 1 lakh at the rate of interest of 10% per month. He had also handed over 10 blank cheques and blank stamp paper. It is alleged that from time to time the loan amount was repaid with interest. Thereafter, again the complainant was in need of funds and therefore he approached the applicants. The details about the amounts advanced to the complainant and the repayment along with interest are mentioned in the FIR. Sometime in the year 2017, the complainant was again in need of money. Apart from the blank cheques which the complainant gave as a security to the loan amount of Rs.2,25,000/-, the complainant also secured the applicants with a Maruti Suzuki Alto four wheeler. The complainant also gave a blank stamp paper with his signature. The complainant faced financial difficulties in repaying the loan amount for the period from July, 2018 to October, 2018. The applicants insisted the complainant to pay a sum of Rs.3,15,000/- in one stroke. On 26/10/2018 the

complainant received a phone call that he should get cheques signed by his wife, blank stamp paper of Rs.100, his own blank cheques duly signed. When the complainant met the applicants, four or five persons accompanying the applicants assaulted the complainant and threatened the complainant with dire consequences if he failed to repay the loan. The complainant was taken to the office of a lawyer where a notarised document was prepared on which he was made to sign. The document pertains to a land, Gut No. 845 which belonged to the complainant. Thereafter, an amount of Rs.2,50,000/- came to be transferred to the complainant by the applicants in his account. The applicants informed the complainant that the said amount be paid on demand. These amounts came to be withdrawn by the complainant and paid over to the applicant No.1. The applicants then started insisting that a sum of Rs.5 lakhs is due and payable by the complainant and that the same should be paid at the interest rate of 11% per month. The complainant was not able to pay the money and therefore on 1/6/2019 the complainant was forced to sign some documents relating to fourwheeler (Maruti Suzuki Dezire) which belonged to the complainant’s father.

5. It is after a notice was received from the advocate of the applicants on 24/9/2019 for transfer of the land in favour of the

applicant No.1 on the basis of the stamp paper which was forcibly obtained that the complainant informed his father and sought his help.

6. It is thus the allegation that the applicant No.1 is carrying on money lending business without license and other applicants are assisting him in recovering the said money at a high rate of interest by using force and other unlawful means. The complainant was forced to sign on blank stamp paper which are used for illegally transferring the land belonging to the complainant in applicant No.1's favour. To recover the money the cars belonging to the complainant were forcibly taken. Even in so far as the civil suit is concerned, it is the allegation that the complainant has been threatened to submit to the claim of the applicants.

7. Learned counsel for the applicants submitted that the dispute is purely of a civil nature. It is only after filing of the civil suit that the present FIR came to be registered.

8. It is alleged that applicant No.1 is a money lender carrying on business without a license. Considering the allegations made

in the FIR and having regard to the details about the threats and assault, the manner in which the loan advanced by the applicants is sought to be recovered, in my opinion, this is not a fit case for grant of pre-arrest bail. The custodial interrogation of the applicants may be necessary. The application stands rejected.

9. Learned counsel for the applicants at this stage prays that ad-interim protection granted by this Court and which is in operation since 28/11/2019 be continued for some time.

10. As the ad-interim protection is operating since 28/11/2019, the same is continued for a further period of two weeks from today.

11. The application is disposed of.

(M.S.KARNIK, J.)