IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 1914 OF 2019

Vilas Sandipan Chavan .... Applicant
Versus
The State of Maharashtra .... Respondent

WITH
INTERIM APPLICATION NO. 947 OF 2019

Santosh Parab …. Intervenor.

In the matter between:

Vilas Sandipan Chavan .... Applicant
Versus
The State of Maharashtra .... Respondent

Mr. Kuldeep S. Patil for Applicant.
Ms. G. P. Mulekar, APP for State/Respondent.

CORAM : SARANG V. KOTWAL, J.
DATE : 21st AUGUST, 2021

P.C. :

1. The Applicant is seeking anticipatory bail in connection with C.R.No. 43 of 2019 registered at Khandeshwar Police Station, Navi Mumbai, on 03/03/2019, under sections 420 r/w. 34 of the Indian Penal Code (for short ‘IPC’) and under section 13 of the

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Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963.

2. The First Information Report (for short 'F.I.R.) is lodged by one Santosh Parab. He has stated that, he wanted to purchase a room for himself. In January 2013 he saw an advertisement of M/s. Mauli Builders and Developers. He went to their office. That time he met the accused Sajjan More, present applicant and Rajesh Chopde who were partners of that firm. They told the first informant that they were constructing buildings on survey No.21, Bonshet gaon, Tal. Panvel, Dist. Raigad by the name Mauli Sankul and they quoted price of Rs.12,34,800/- for 1 B.H.K. flat admeasuring 529 sq.ft. They even showed the site to the first informant. The informant decided to purchase that room. He specifically asked the present applicant and co-accused Sajjan More as to whether they had all the necessary permissions for construction. They told him that they had all the requisite permissions. Thereafter the informant paid money through cheques and cash. In all, he paid Rs.6,50,000/- by cheque and cash. After that, the applicant executed an agreement for sale by

way of a notarized document. However, registered document was not executed. After a few days the applicant and accused Sajjan More stopped the construction work and it was not completed. The informant asked for return of his money. He also gave them option of giving another room or to return the booking amount. However, the applicant and the other accused did not respond. The informant came to know that there were other victims like him namely Lata Parmeshwari, R. Kartikkumar, Rupesh Matkar and Sunil Singh etc., who were together cheated for an amount of Rs.20,50,000/-. The amount was misappropriated. Therefore, this F.I.R. was lodged. The applicant was protected by an interim order dated 30/08/2019. At that time, the investigating officer was not present and learned APP had sought time.

3. Today I have heard Shri. Kuldeep Patil, learned counsel for the applicant and Ms. Mulekar, learned APP for the State.

4. Learned counsel for the applicant submitted that, subsequent to the agreements with the alleged victims, the partners of the firm had entered into a settlement deed between themselves, wherein, the applicant had taken responsibility for

booking made by 32 persons. He submitted that, there are no allegations from any of these 32 persons about any misappropriation of amount. The first informant and the other victims mentioned in the F.I.R. were to be compensated by the co-accused Sajjan More who is already arrested and is released on bail. Shri. Patil relied on the affidavit of co-accused Sajjan More, wherein, he had admitted of taking every responsibility of their firm. The said affidavit was executed on 01/04/2013 and it's copy is annexed to this application at Exh. 'D'. Learned counsel for the applicant submitted that the applicant had nothing to do with the misappropriation of the alleged amount of the first informant and the victims mentioned in the F.I.R.

5. Learned APP opposed this application. She relied on the investigation carried out so far. She emphasized on the fact that the agreement for purchase of this flat was specifically executed by the applicant himself in the year 2013. Therefore, it was his responsibility and he cannot shirk from his own responsibility of honouring his own commitment. She submitted that, the intention of the applicant to cheat these people is clear.

She relied on the statements of some of the victims who are named in the F.I.R. Their statements also support the case of the first informant.

6. I have considered these submissions. The applicant was protected by an interim order dated 30/08/2019. Since then the applicant has not taken any steps in addressing the grievance of the first informant and other victims. As rightly submitted by learned APP, there are statements of other victims namely Rupesh Matkar, R. Kartikkumar, Sunil Kumar Singh, Anil Thokekar and Sarika Thokekar who have spelt out the role played by the present applicant. The agreements between the purchasers and the firm of the accused are executed by the applicant himself in the year 2013. Thus, applicant's complicity is clear enough. Subsequently, the partners have purportedly executed a settlement deed between themselves. However, the victims are not concerned with their internal settlement. The representation was made by the applicant. The victims were induced to part with their money. Learned APP, on instructions, submitted that the firm of the accused did not have any of the requisite permissions for construction and that was

revealed during the investigation. Thus, the intention to cheat and to misappropriate the money was clear enough right from the beginning. Though the applicant was on interim relief for two years, according to learned APP, the applicant has not co-operated with the investigation at all. The money was misappropriated. In this view of the matter, custodial interrogation of the applicant is necessary.

7. The application is, therefore, rejected.

8. With disposal of this application, the Interim application does not survive and it is also disposed of accordingly.

(SARANG V. KOTWAL, J.)