

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

**ANTICIPATORY BAIL APPLICATION NO.624 OF 2022
WITH APPLN/1992/2022 IN ABA/624/2022**

Anil Champalal Kochar

...Applicant

VERSUS

The State of Maharashtra

...Respondent

...

Mr. Amit S. Savale, Advocate for the applicant.

Mr. V.S. Badakh, APP for the respondent-State.

Ms. S.T. Kazi, Advocate for Assist to P.P.

...

CORAM : S.G. MEHARE, J.

DATED : 22nd JUNE, 2022.

PER COURT:-

1. Heard learned counsel for the applicant and the learned APP with learned counsel assisting the Public Prosecutor.

2. This Court has discussed the facts in detail while granting the interim relief in its order dated 17.05.2022. The applicant is a bank manager, and the complainant is a practising lawyer. The informant was on the panel of the bank where the present applicant was the manager. It has been alleged that in the year 2010, the present applicant promised the complainant to purchase the plot in Nardana MIDC. Hence, he paid him Rs.15,00,000/- and his father has received the said amount. Thereafter, the document was registered in the Sub Registrar's Office on 13.06.2013. It has been alleged that the document was hastily registered, but no document

was given to him. Since then, he never complained against the applicant. However, he received the notice in the month of April 2018 from MIDC for the cancellation of the agreement since he did not start the business within the prescribed limit. Then they made an enquiry with the complainant and his father on whether those plots were purchased or taken on lease. Thereon, the applicant told him that he should not worry he would look into the matter. He showed the notice of MIDC cancelling the lease. Then they made an enquiry and revealed that the applicant had taken Rs. 7,50,000/- for each plot, and deposited Rs.1,44,400/- only. He also learnt that the applicant and his father invested Rs.2,88,880/- only out of Rs.15,00,000/- paid to them. Hence, the applicant has cheated him.

3. Learned counsel for the applicant would point out that the property of the MIDC is never sold; it is always given on lease on certain terms and conditions. The informant is a practising lawyer and also filed a civil suit in the year 2019 against the MIDC for an injunction. However, in the civil suit, not a single word about the transaction through the applicant was whispered. The complainant had no case as alleged. Hence, the interim protection granted may be confirmed.

4. Learned APP with the counsel allowed to assist the Public Prosecutor submits that apparently the fraud has been played. The informant was kept in the dark, and the huge amount of

Rs.15,00,000/- was grabbed, and instead of giving them ownership of the plot, a lease deed was created. The complainant was under the impression that he was the owner of the land; hence, he did not develop the plot as per the MIDC rules. The applicant and his father have siphoned a huge amount. The said amount is to be recovered; hence, the application may kindly be dismissed.

5. The facts discussed above reveal that the property was leased in the name of the complainant and his brother. The informant is a practising lawyer. He must have knowledge of the documents. In the civil suit filed against the MIDC in 2018, he did not aver a single word that he was under the impression that the plot was purchased instead of leased. On the contrary, he had challenged the notice issued by the MIDC to cancel the lease since he did not develop the plot within the prescribed period. The overall allegations made by the complainant against the applicant do not inspire confidence. That apart, since 2010 or at least since 2013, when the document was executed, he never complained against the applicant. The circumstances themselves are sufficient to grant the protection to the applicant. Hence, the following order :

ORDER

- (A) The Application is allowed.
- (B) The interim protection granted to the applicant by order dated 17.05.2022 is confirmed on the same terms.

(4)

- (C) Hamdast allowed.
- (D) Criminal Application No.1992 of 2022 stands disposed of.

(S.G. MEHARE, J.)

Mujaheed//