

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

23 ANTICIPATORY BAIL APPLICATION NO.1048 OF 2022

KUNAL RAVINDRA MANTRI
VERSUS
THE STATE OF MAHARASHTRA

...
Advocate for Applicant : Mr. Karpe Rahul R.
APP for Respondent-State : Mr. V. M. Kagne.

WITH

ANTICIPATORY BAIL APPLICATION NO.1051 OF 2022

MEHERPRAKASH BAPU DETHE
VERSUS
THE STATE OF MAHARASHTRA AND ANOTHER

...
Advocate for Applicant : Mr. N. C. Garud.
APP for Respondent-State : Mr. V. M. Kagne.

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CORAM : S. G. MEHARE, J.
DATE : 29.08.2022

PER COURT :-

1. Heard the learned counsels for the applicants and the learned APP for the respondent-State.
2. The complainant is a daughter of accused No.1. The applicant Kunal Mantri is the grandson-in-law of accused No.1. The applicant Meherprakash Dethe was the Liquidator of the Prince Housing Co-operative Society, Tofkhana, Ahmednagar.

The complainant claimed she was a Staff Nurse at J. J. Hospital, Pune. In 1991, she purchased Row House No.2 in Prince Housing Co-operative Society. She had raised a loan of Rs.35,000/- from Maharashtra State Co-operative Housing Finance Corporation. On 28.10.1991, she got possession of the said house. Since then, she has been in possession of the said house. Two tenants are there in the house in question. The society Chairman Altaf Shaikh died. Therefore, the sale deed could not be executed in her favour. However, the municipal receipts and other documents are in her name. She proposed to sell the said row house. Therefore, she checked the 7/12 extract and other documents online and on 27.05.2022, she learnt that the row house had been sold by accused No.1 by a registered sale deed. The applicant Meherprakash Dethe being Liquidator, has given consent for sale. The applicant Kunal Mantri was instrumental in this fraud and the creation of the forged documents. None of the accused was the owner of the said row house. All of them, in conspiracy, created the false document and sold her property. The sale deed was also nominal. The so-called consideration amount has been received by applicant Kunal Mantri.

3. The learned counsel for the applicant Kunal Mantri has vehemently argued that the applicant Kunal has no concern at all with the transaction. The co-accused Meherprakash Dethe was appointed on 17.05.1990 as Liquidator. The Chairman of the Prince Co-operative Housing Society has issued an allotment letter in the name of accused No.1. Thereafter, her name was recorded in the 7/12 extract and municipal record. The complainant was never the owner of the row house and never resided at Ahmednagar. Accused No.1 cleared the housing loan. Hence, the bank granted no dues certificate. The applicant, Meherprakash being, the Liquidator, was bound to give the no objection for transfer, and he has accordingly given no objection. Before the sale deed, the news was published in the Newspaper. However, the complainant did not raise any objection. She knew that she was not the owner of the said row house. Suddenly one morning, the complainant lodged the report on the basis of the concocted story.

4. The learned counsel appearing for the applicant Meherprakash Dethe would submit that he was appointed on 18.02.2021. He has acted upon the documents received in his custody. The old record was available with him in which accused No.1 Kamalabai Kadekar was shown as possessor and

owner of the row house in question. Since she had produced the no dues certificate from the bank, he has consented to the sale deed on the record. He has created no documents. He has no concern with either of the parties to the transaction. He has not the beneficiary. Therefore, he may be released on anticipatory bail.

5. Learned APP has strongly opposed the application contending that the Investigating Officer wrote a letter to the District Manager of Maharashtra State Co-operative Housing Finance Corporation Ltd. The loan standing in the name of the Member of the society was cleared by the demand draft submitted to the Liquidator Meherprakash. He has issued the letter in the name of accused No.1 for giving her concession in the interest. The loan application was not available in the office. The letter issued for accepting the loan bears the signature of the applicant Meherprakash. He would also refer to the other documents. Particularly, the mortgage deed and would point out that the complainant executed the mortgage deed. He would also submit that the allotment letter dated 17.05.1990 is forged. Accused No.1 was never the owner of the said row house. However, she has forged documents in the absence of and without the knowledge of the complainant.

There is clear evidence against the applicant Meherprakash that he has issued the no objection certificate for the execution of the sale deed without verifying the record. The paper publication was not published in the Newspaper circulated in the Pune district, where the complainant was residing. Therefore, she has no occasion to go through the so-called public notice. The applicant has played a key role in executing the false documents. Therefore, the application may be dismissed.

6. It is really unfortunate that the daughter has to lodge a report against the mother and grandson-in-law. The initial documents appear in the name of the first informant. But, immediately after the mortgage deed dated 11.09.1989, the documents were prepared in the name of the first informant in the year 1990. The Investigating Officer has taken pains to find out the facts and received the information from the District Manager, Maharashtra State Co-operative Finance Corporation Ltd. The information is supplied to him on the basis of the record available. The applicant Meherprakash Dethe did not deny that he has not given the letter to accused No.1. This is not new information. The question is whether the signature of the complainant has been forged by him. The documents

placed on record by the applicants shows that from 1990 onwards, the record was in the name of accused No.1. As against this, there are also leave and license agreement. Both parties have documents in their favour. Considering the documents in favour of both sides, it appears that both parties have documents useful for them. This is a matter of detailed investigation. So far as the role of Meherprakash Dethe is concerned, it appears that he has acted as per the record available with him. So far as the role of Kunal Mantri is concerned, it appears that his role is too remote. The prosecution has no prima facie evidence against him. Considering the checkered history of disputes, documents in favour of both sides, and no direct evidence against both applicants, this Court is of the view that both applications deserve to be allowed. Hence, the following order :

ORDER

- (i) Both applications are allowed.
- (ii) The interim protection granted to the applicants by the order dated 10.08.2022 stands confirmed on the same terms and conditions with an additional condition that the applicants shall attend the Police Station as and when called by the Investigating Officer on written notice.

(S. G. MEHARE, J.)

vmk/-