IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.225 OF 2022

Prakash Ganpat Sankapal .... Applicant
versus
State of Maharashtra .... Respondent

…....

- Mr.Devidas J. Shejul, Advocate for Applicant.
- Mr.P. H. Gaikwad, APP for the State/Respondent.

CORAM : SARANG V. KOTWAL, J.
DATE : 03rd FEBRUARY, 2022
(through video conferencing)

P.C. :

1. The Applicant is seeking anticipatory bail in connection with C.R.No.325/2021, dated 14/12/2021, registered with Kopri Police Station, Thane City, under sections 406, 420 r/w 34 of the Indian Penal Code.

2. Heard Mr.Devidas J. Shejul, learned counsel for the Applicant and Mr.P. H. Gaikwad, learned APP for the State.

3. The FIR is lodged by one Devesh Hemeshwar Bhoir. He has stated that he wanted to start his liquor shop at Kinvali, Taluka Shahapur, District Thane. He wanted license for that.

However he came to know that the State Government has stopped issuing licenses. He also came to know that the license holders to whom the licenses were issued earlier, were surrendering their license by taking money. The informant searched for such persons. On 25/08/2020, the present Applicant approached the informant. He came to the informant's house. He told the informant that he knew one Santosh Bhosale residing at Gandhari Village, Kalyan and he had FL-CL license and he was willing to transfer it to the informant for Rs.2.50 Crores. The Applicant assured the informant that he was knowing Santosh Bhosale since past many years. He further told that the informant would not be cheated in that transaction. On this assurance the informant was impressed. The Applicant further represented that the informant will have to pay Rs.30 lakhs in advance and after the license was transferred in the informant's name, he had to pay Rs.1.20 Crores and once it was authorized by legal process, he would have to pay remaining Rs.1 Crore. The Applicant told the informant to make arrangement for Rs.30 lakhs.

4. The informant made arrangement of that amount. He made demand draft of Rs.15 lakhs. He gave Rs.15 lakhs in cash. The Applicant contacted the informant again on 04/09/2020 and called him for meeting in his office. The informant met him in his office on 08/09/2020. At that time, Santosh was not present. But the Applicant made enquiries as to whether the amount was ready. He asked the informant to write an application giving the information about his details and other information. On that day, the Applicant prepared an agreement between the informant and Santosh. After that the Applicant took informant to Tehasil office for notarizing that document. At that time, for the first time the informant met Santosh Bhosale. It was told to the informant that Santosh Bhosale was working with the police department. One person was accompanying him in uniform. That person signed the agreement as a witness. The informant and Santosh signed that agreement and it was notarized in Tehsil office. The informant gave of Rs.30 lakhs to Santosh in his house. He had taken some photographs when he handed over that amount in demand draft and cash.

5. On 20/12/2020 Santosh called the informant telephonically that the license was transferred in his name. He told the informant that the original license was of one Subhash Dhondu Kavate and in that license the informant's name was now mentioned. He also gave license number as FL-2/79, CL-3/112. Santosh demanded Rs.2 lakhs for Challan in bank. The informant transferred that amount in his account. Santosh then started demanding half of the agreed amount of Rs.2.50 Crores. The informant decided to verify as to whether the license was genuine. He went to Mantralaya and made enquiries. He came to know that the license was bogus. It was not transferred in his name. After that Santosh started avoiding the informant. The Applicant told the informant that Santosh was not contacting him. The informant realized that he was cheated to that amount by all the accused including the Applicant in collusion with each other. On this basis FIR is lodged.

6. Learned counsel for the Applicant submitted that the agreement was actually entered into between Santosh and the

informant. The Applicant has no concern with the agreement and he has not signed the agreement. He submitted that as mentioned in the FIR, the transaction was from December 2020 and the FIR is lodged on 14/12/2021. This delay is inordinate and unexplained. He further submitted that the informant deliberately lodged the FIR at Kopri police station, though that police station did not have jurisdiction to investigate into this offence.

7. Learned APP opposed this application. He submitted that the role is clearly stated in the FIR. The offence was committed only at the Applicant's inducement. The transaction was entered into and Santosh had accepted that amount. The amount is misappropriated and therefore the Applicant's custodial interrogation is necessary.

8. I have considered these submissions. The FIR is clear enough. The Applicant's role is also clear. It is only the Applicant who had approached the informant with the proposal that the

informant could get a license transferred in his name and that he was knowing one Santosh Bhosale who could do that job. It was at the instance and inducement of the present Applicant. The informant had acted and parted with the amount of Rs.30 lakhs initially and Rs.2 lakhs subsequently due to collusion between the Applicant and Santosh can be seen from the events. As far as delay in registering the FIR is concerned, the amount was given in December 2020. But the informant tried to find the genuineness of the license and also tried to get in touch with Santosh and only when his attempts failed and he realized that the license was not genuine, he lodged the FIR. Therefore it cannot be said that delay in this particular case will affect the informant's version adversely. In this situation, the Applicant's custodial interrogation is necessary to find out the details of collusion. Therefore no case for grant of anticipatory bail is made out. The application is rejected.

(SARANG V. KOTWAL, J.)