

Vidya Amin

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION**

BAIL APPLICATION NO. 556 of 2021

Ravish Kashinath Tandel .. Applicant

Vs.

The State of Maharashtra .. Respondent

Mr. Niranjan Mundargi a/w. Satyam Nimbalkar, Veerdhaval Deshmukh
and Abhishek Arote for the applicant.

Smt. Anamika Malhotra, APP for the State.

Ms. Swati Jagtap, PSI, Kalyan Taluka Police Station present.

CORAM : BHARATI DANGRE, J.

DATE : SEPTEMBER 20, 2022.

P.C.:

1. Heard learned counsel Mr. Mundargi for the applicant and learned APP for the State. The applicant is charged in C.R. No. I-224 of 2019 registered with Kalyan Taluka Police Station for the offences punishable under sections 420, 447, 465, 467, 468, 471 of Indian Penal Code.

In connection with the said C.R., he came to be arrested on 2nd July, 2019.

On completion of investigation, the charge-sheet has been filed and with the assistance of the respective counsel, I have perused the material compiled therein. The complainant is one Mrs. Anita Barnadis Lewis, who reported to the police station on 16 April, 2019 and alleged that her family is owner of various parcels of land in Mouje Vasundrigao, Taluka Kalyan, District Thane and she along with her husband who were

residing in Mumbai, by visiting the said lands from time to time were supervising them. Her husband expired in 2016 and thereafter she continued to follow the said ordeal.

The complainant referred to one land piece and parcel situated in Survey no. 66/1 admeasuring 0.56.50 hectare, out of which 1.57.00 is a fallow land. After death of her husband, the said land stands mutated in her name as well as in the name of her daughters.

2. The complainant alleged that on two acre land in said survey number, the applicant Ravish Tandel had encroached and constructed two houses, one temple and garden and even he had constructed some galas. She alleged that by misleading the people that he is the owner of the land, he has also sold some portion of the land and when a charge was levied on the said land for some unauthorized extraction of minerals, she filed Writ Petition before this Court in which she had given the name of the applicant and one Laxman Patil along with three others as the persons who have encroached and they were impleaded as respondents. During the said proceedings, one Laxman Patil filed an affidavit and stated that out of survey no. 66/1 area admeasuring 1.62.50 HR has been sold to him for a consideration of Rs.1,25,000/-. He produced the notarized agreement as regards the said property and the tax receipts were also annexed. That is why she realized that the

applicant without having any authority to deal with the land in survey no. 66/1, has forged certain documents and had sold it to Laxman Ganpat Patil.

3. The aforesaid complaint resulted in invoking Sections 420, 465, 467, 468, 471 of IPC and narration of events in the FIR covered the period from 04.01.2012 to 24.04.2018.

4. Learned counsel Mr. Mundargi appearing for the applicant has invited my attention to an Agreement to Sell, dated 3 August, 2009 which is included in the charge-sheet and which referred to an agreement entered between Laxman Babu Jadhav and Ravish Tandel, i.e., applicant on one part and Smt. Anita Micheal Lewis, the complainant, as Power of Attorney of Marksteve Anthony Lewis and Patricia Alexandar Pinna in respect of land in Survey no. 66/1 admeasuring 1.62.0 with fallow land of 1.57.0. As far as the said agreement, the said land is sold to the applicant for consideration of Rs.35,00,000/- and out of which, she received part consideration of Rs.4,50,000/- and it was agreed that the remaining consideration shall be paid within a period of further four months.

5. When the complainant was confronted with the said agreement and her supplementary statement recorded on 29 June, 2019, she

admitted the said document but her statement is that she received only a sum of Rs.50,000/- and since the remaining amount was not received, the Agreement itself stood cancelled for breach of conditions. Admittedly, neither of the parties have filed any suit for specific performance.

6. Along with the Application, another document, which is registered Sale Deed executed on 28 October, 2009 is exhibited at Exhibit G, where the first party/purchaser are Smt. Janakibai Sudam Kakad and Smt. Sunita Balasaheb Kakad, both resident of Bhandup, Mumbai and the vendor/seller is the complainant Anita Lewis, as a Power of Attorney of Marksteve Anthony Lewis and Patricia Alexandar Pinna. The said document also has the name of Laxman Babu Jadhav and Ravish Kashinath Tandel, the applicant as the confirming parties. The transaction is in respect of some piece of land in Survey No. 66/1 area admeasuring 1.62.0 with fallow land and the recitals of the said agreement make a reference to the Agreement to Sell executed by owner by a document dated 11 August, 2009 in form of Agreement to Sell but since the said transaction was not complete till date, the confirming parties also agreed to accord their permission for sale of land for which the owner was to receive consideration. Accordingly, the complainant received a consideration of Rs.4,00,000/- and she specifically endorsed that she received the amount and entered into the transaction with her

free will and consent.

7. In the wake of the material compiled in the charge-sheet itself, where the complainant herself had sold the land to third party, the accusation faced by the applicant under the relevant sections prima facie are not made out, as it is alleged that the applicant is responsible for cheating as well as for criminal breach of trust. In any case, it is for the prosecution to prove the charges levelled against the present applicant during the course of trial. Having perused the prima facie material compiled in the charge-sheet, the applicant need not be further incarcerated and deserves his release on bail.

8. The observations made above are limited for the purpose of present application and the learned Judge trying the applicant for the charges foisted on him, shall not be influenced by the aforesaid observations.

9. Hence the following order:

ORDER

- i) Bail Application is allowed.
- ii) The applicant-Ravish Kashinath Tandel is released on bail in connection with Crime No. I-224 of 2019 registered with Kalyan Taluka Police Station on his furnishing P.R. Bond to the extent of Rs.25,000/- (Rupees Twenty five Thousand

Only) with one or two solvent sureties in the like amount.

iii) The applicant shall mark his attendance before the concerned police station on first Saturday of trimester between 10.00 a.m. to 12.00 noon till framing of charge and thereafter, shall abide by the directions issued by the trial Court.

iv) The applicant/accused shall not directly or indirectly make any inducement, threat or promise to any person acquainted with the facts of the case, so as to dissuade him from disclosing the facts to Court or any Police Officer. The applicant shall not tamper with the evidence.

v) On being released on bail, the applicant shall give his contact number and residential address to the investigating officer and shall keep him updated, in case there is any change.

(SMT. BHARATI DANGRE, J.)