IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CRIMINAL WRIT PETITION NO. 1467 OF 2021

Sheetal Nilesh Mhatre … Petitioner

Versus

The State of Maharashtra & Ors. … Respondents

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Mr. Madhukar P. Dalvi for the Petitioner.
Mr. J.P. Yagnik, APP for the State.

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CORAM : NITIN JAMDAR AND N.R. BORKAR, JJ.

DATED : 27 JULY 2022

P.C. :-

Heard learned Counsel for the parties.

2. By this petition, the Petitioner has sought the following relief :

> *"A. This Hon'ble Court be please to issue a writ of Certiorari quashing and setting aside the FIR registered by the Amboli Police Station Vide C R No. 31/2021 under section 406, 420, 34 IPC as against the Petitioner".*

3. The FIR has been lodged by Respondent No.3 on behalf of one Vasudeo Securities Pvt. Ltd. The FIR, which was lodged on 1 December 2020, states that one Puneet Aggarwal, who works for the

company Vasudeo Securities Pvt. Ltd, introduced the Petitioner's husband Nilesh Mhatre and the Petitioner, who had come to the office and sought housing loan. The title deed of the property and other documents were sought for by Respondent No.3 in a security form, which the Petitioner and the Petitioner's husband had shown and it was decided that they will be entitled to loan amount of Rs. 65,00,000/-. The documents and title deeds were accordingly submitted by the Petitioner and her husband Nilesh Mhatre. Thereafter, according to Respondent No.3- Complainant, the loan was sanctioned and the loan amount of Rs. 65,00,000/- has been transferred to the joint account of the Petitioner and her husband on 14 May 2019.

4. The Complainant has stated that Nilesh Mhatre returned the amount of Rs. 20,00,000/-, which included the EMI from June 2019 to February 2020 and interest. Discussion took place regarding remaining amount of Rs. 43,86,697/- . On 2 March 2020, Nilesh Mhatre gave a cheque of Rs. 43,86,697/- . On that basis, the original documents and title deed were given to Nilesh Mhatre. Thereafter, the cheque given by Nilesh Mhatre was dishonored but original title deeds were not returned and the FIR was lodged under Sections 406, 420 read with 34 of Indian Penal Code against the Petitioner and her husband Nilesh Mhatre.

5. The learned Counsel for the Petitioner submitted that as regards the Petitioner, there is no role assigned in the FIR and the FIR, if read as it is, does not disclose offence qua the Petitioner. The learned Counsel submitted that the amount of Rs. 20,00,000/- was returned by Nilesh Mhatre and as regards the dishonour of cheque, independent proceedings are pending, and it was contended that Nilesh Mhatre and Puneet Aggarwal have other commercial transactions.

6. The argument advanced overlooks the fact that Complainant has invoked Section 34 of IPC. The FIR narrates that both the Petitioner and her husband had approached for availing of housing loan. Both of them had submitted original documents. The amount of Rs. 65,00,000/- has been transferred in the joint account. The Petitioner is clearly a beneficiary of this transaction. Thereafter, when the cheque was issued and was dishonored from the joint account, the title deeds of joint property were to be returned, which were not returned.

7. Therefore, from the bare reading of this FIR, it cannot be said that the Petitioner has no concern whatsoever with the transaction. What would be the role of the Petitioner in this transaction is a matter of evidence so also the argument and all other commercial transactions with Puneet Aggarwal and Nilesh Mhatre. No case is

made out to exercise the extra ordinary jurisdiction of this Court to quash the FIR.

8. We may note here that it was put to the learned Counsel for the Petitioner as to whether any positive stand is taken by the Petitioner regarding payment of loan to the Bank so that notice could be issued to the Respondent – Bank, but learned Counsel for the Petitioner, on instructions, chose to argue the matter on merits.

9. The petition is accordingly rejected.

(N.R. BORKAR, J.) **(NITIN JAMDAR, J.)**

TRUPTI
SADANAND
BAMNE

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