

delivered within the period stipulated in the agreement. It further transpired that the building was constructed in violation of Building Control Rules. Upon inquiry by the first informant, it was revealed that the developer had no right to construct the building and sell the flat. When the first informant demanded refund of the amount by cancelling the agreement dated 13th December, 2018, the Applicant and rest of the accused allegedly threatened the first informant with dire consequences. Hence, the report.

3. I have heard the learned Counsel for the Applicant and the learned APP for the State, Mr. Khan, learned Counsel for Respondent No.2, the first informant. I have also perused the investigation papers.

4. The learned Counsel for the Applicant submitted that the Applicant has no concern with the transaction in question, and been falsely roped in for the only reason that Mr. Kiran Shiledar (Accused No.1) is the father of the Applicant. The allegations of criminal intimidation are made with a view to drag the entire family with an oblique motive.

5. The learned APP, on the other hand, submitted that there is material on record to indicate that the Applicant took active part in the transaction, whereunder the first informant, was deceived by making false representation. The learned APP further submitted that there are other flat purchasers who have been deceived in similar fashion.

6. Evidently, the alleged offences have their genesis in the transaction of purchase of flat. Copy of the agreement for sale dated 12th December, 2018 forms part of the investigation papers. It reveals that the said agreement was executed by Mr. Kiran Shiledar (Accused No.1) for Ackruti Constructions in favour of the first informant. The Applicant is not one of the executants of the said agreement. The learned APP attempted to rope in the Applicant by relying upon a statement of Rudra Vilas Shinde, to show that the Applicant was also dealing in the business of builders and developers.

7. I have perused the statement of Rudra Vilas Shinde. It simply does not contain the facts which the prosecution proposes to establish. Rudra Vilas Shinde simply states that he had known that the father of the Applicant was dealing in building construction business and, to his knowledge, the Applicant was working in Pune.

8. There might have been illegalities and irregularities in execution of the agreement for sale. The prosecution may also have a strong case against Mr. Kiran Shiledar, the Vendor. However, the material on record does not, prima facie, indicate the complicity of the Applicant as regards the offence of cheating. On the aspect of the alleged intimidation, even if the prosecution case is taken at par, custodial interrogation is not at all warranted. I am, therefore, inclined to exercise the discretion in favour of the Applicant.

9. Hence, the following order :

ORDER

(i) In the event of the arrest of the Applicant – Aniket Kiran Shiledar in connection with C.R.No.57 of 2020 registered with Upnagar Police Station, Nashik, for the offences punishable under Sections 420, 406, 468, 504, 506 read with 34 of the Indian Penal Code, 1860, he be released on bail on furnishing a PR bond in the sum of Rs.20,000/- and one or two sureties in the like amount.

(ii) The Applicant shall co-operate with the investigation.

(iii) The Applicant shall report to the Investigation Officer as and when directed.

(iv) The Application stands disposed.

(N.J.JAMADAR, J.)