IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.1387 OF 2022

Asha w/o. Pramod Mandot @ Jain] ... Applicant

Vs.

The State of Maharashtra] ... Respondent

ALONG WITH

INTERIM APPLICATION NO.1979 OF 2022

Hastimal Jain] ... Applicant

Vs.

The State of Maharashtra & Anr.] ... Respondents

…

Mr. Ashok M. Saraogi for the applicant.

Mr. Jitendra Ranawat i/b Mr. Waquar Ahmed for the Intervenor.

Mr. S.H. Yadav, A.P.P. for the State.

Mr. Ravindra Avhad, PI attached to Borivali Police Station, is present in the court.

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CORAM : SMT. BHARATI DANGRE, J.

DATED : 29TH JUNE, 2022.

P.C.:-

1. The present applicant was admitted to protection by order dated 26/05/2022, when it was noticed that certain amount has gone into her account as part of the alleged transactions.

2. She was directed to report to the police station and today, it is stated by learned A.P.P. that the applicant has, accordingly, complied with the said direction.

3. The applicant is arraigned as an accused in a C.R., which is registered at the instance of her father-in-law, aged 77 years, reporting that he had three shops in his name and his son Pramod and his daughter were residing separately in Kandivali area. Since, he purchased the shops on 17/04/2010, it is alleged that his son established close contact with him and expressed his desire to start a business. This was permitted by the complainant and all the three shops were used by the husband of the applicant, without any rent being paid. In the year 2020, when he visited the shop, the complainant found them to be closed and when he enquired from his son, he was informed that on account of electricity bills not being cleared, the electricity has been disconnected and, therefore, the shops were closed. He also stated that he obtained bank loans on all the three shops. He was also handed over the loan papers and, on perusal of the same, it dawned upon him that a total amount of Rs.2,53,00,000/- was

borrowed by mortgaging the three shops and the loan papers, even included his name, the details of which, are given by him in the complaint.

4. Accused No.1 i.e. the son of the complainant came to be arrested and the charge-sheet has been filed. The investigation reveals that accused No.1 obtained a loan from Anand Rathi Financial Services Limited by mortgaging a shop and a sum of Rs.53,32,575/- came to be transferred to his account in Yes Bank. Out of the said amount, Rs.25,00,000/- came to be transferred to the account of Arzoo Kids in HDFC Bank i.e. in the name of his business concern. An amount of Rs.19,35,800/- and Rs.13,88,700/- were transferred to his account in the Union Bank Account. From this Union Bank Account, a sum of Rs.33,63,000/- came to be transferred to the applicant's account on various dates, from the month of September to November, 2019. The investigation reveals that the loan applications bear the signature of the present applicant and the documents which were submitted to the bank clearly refer to the complainant, as the owner.

There is no denial of the said fact that the present applicant was a signatory to the said documents for availing the loan by mortgaging the property belonging to the complainant, but the submission of Mr. Saraogi, learned counsel for the applicant, is to the effect that as an obedient wife, she has signed the documents, when asked by her husband.

5. In any case, such an argument is not acceptable. Since it is the case of the complainant that even his signature was forged on the said documents and he has specifically stated that when the sanction letter was issued on 30/08/2019, sanctioning the loan of Rs.1 crore from IDFC Bank, he was not in Mumbai, though his signature is shown on the said letter. The complainant's specific case is to the effect that the documents, which are alleged to have been signed for No Due Certificate on 19/11/2019 are allegedly notarized on 31/10/2019 and the entries pertaining to the No Due Certificate were entered subsequently. He alleged that there is clear tampering of the notarized document and, his specific allegation is that the signature on the said document is forged. Since the applicant is also the signatory to the document, seeking loan from the financial institutions by mortgaging the shops of the complainant, it requires the custodial interrogation of the present applicant and she cannot be spared on the ground that, on the say of the accused No.1, she has signed them. The application is rejected.

6. In view of the above, the interim application is also disposed off.

[SMT. BHARATI DANGRE, J.]