

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.1866 OF 2022

Ashish Chandrakant Sarfare .. Applicant.
v/s.
The State of Maharashtra
& Another .. Respondents.

Mr. Abhishek Patil, for the Applicant.
Mr. Saurabh Butala, for the Intervenor/ Complainant.
Mr. S. V. Gavand, APP for the Respondent No.1-State.

CORAM: BHARATI DANGRE,J.
DATED : 12th SEPTEMBER,2022.

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At the outset, Counsel for the Applicant seeks permission to implead the Complainant as Respondent No.2.

The necessary amendment to be carried out forthwith.

2 Mr. Butala, learned Counsel represents the Complainant.

3 The Applicant is facing accusations under Sections 406, 419, 420, 465, 468 and 471 of the I.P.C. along with Section 34 of IPC in C R No. 142 of 2022 registered with Chitalsar, Manpada Police Station, Thane, he be arraigned as Accused No.3.

4 On reading of the complaint, it reveals that Complainant was interested in purchasing of flat and through an acquaintance, she was introduced to one Prashant Narkar who was a person who was to find out a new dwelling unit for her. An impression was given by Mr. Narkar who was working in MHADA

as an Officer, and, therefore, he would be of great use in securing a residential accommodation at a cheaper rate in a good location. Accordingly, she decided to purchase a flat at Lokhandwala and as per the Complainant, on various occasion, she paid amount to Shri Narkar.

Complainant alleged that a total amount of Rs.51,05,000/- was paid to Mr. Narkar.

5 The present Applicant Mr. Ashish Sarfare, came into picture when the Complainant and his wife went to meet Mr. Narkar and they were introduced to the present Applicant, by stating that, his brother was working in the MHADA and he would help them in processing the file. The Complainant then alleged that he paid a sum of Rs.38 lakhs to Ashish Sarfare, the present Applicant. Since neither the flat was delivered nor the amount was returned, the Complainant alleged that the accused had latched a conspiracy of defrauding of the amount of Rs.1,09,05,000/-, under the pretext of offering a house in MHADA quota at a lesser rate.

6 Accepting a version of the Complainant at this stage, the Counsel for the Applicant submit that what came to account as per the Complainant is Rs.38 lakhs, out of which an amount of Rs.9,17,000/- was returned to the Complainant prior to the lodging of the FIR.

7 The Applicant and the Complainant had worked out a settlement, in the wake of accusations faced and he agree to remit the entire amount of Rs.38 lakhs which was received by him and the consent terms under the signature of the Applicant and the Complainant in the presence of their respective Advocates, are

placed on record.

The Consent Terms are marked 'X' for identification, which record as under:-

“(a) The Respondent No.2 has received an amount of Rs.9,70,000/- from the Applicant through Bank Transfer/ RTGS.

(b) The Applicant on the signing of the present consent terms will handover Demand Draft of Rs.10,00,000/- bearing DD No.901831 drawn on State Bank of India, CCPC Mumbai Branch dated 09/09/2022 to the Complainant.

(c) The Applicant will pay Rs.18,30,000/- to the Respondent No.2 by demand draft within 60 days from signing of present consent terms.

(d) On receipt of entire amount as aforesaid, the Respondent No.2 will give no-objection to allow present application preferred by the Applicant.”

Consent Terms are taken on record. The Complainant and the Applicant are present in the Court and their identity has been verified by the Sheristedar on presentation of their Aadhar card.

8 The Consent Terms also record that the Complainant will be at liberty to recover the balance amount of Rs.71,05,000/- from all the accused-person.

9 In the wake of the above consent terms, since the Complainant has no grievance against the present Applicant, the Applicant deserves to be released on bail, subject to stipulation that the Applicant shall ensure that the undertaking given by him is abided within a time line that has been set out in the consent terms. Hence, the following order:-

- (i) In the event of his arrest, the Applicant – Ashish Chandrakant Sarfare in connection of C. R. No.142/2022 registered with Chitalsar, Manpada Police Station, Thane, shall be released on bail on furnishing P. R. bond to the extent of Rs.30,000/- with one or more sureties of the like amount;
- (ii) The Applicant shall not directly or indirectly make any inducement, threat or promise to any person acquainted with facts of case so as to dissuade him from disclosing the facts to Court or any Police Officer and should not tamper with evidence;
- (iii) The Applicant shall make himself available as and when required by the Investigating Officer;
- (iv) The applicant shall abide the consent terms which are recorded in form of settlement between the parties. In the failure to abide by the terms and conditions, the prosecution or the Complainant will be at liberty to seek cancellation of bail.

(BHARATI DANGRE,J.)