

Memorandum of Understanding so as to urge that part of the amount of consideration was to be received by the principal i.e., the owner of the property. As such, it is claimed that there was no motive to commit offence.

5. Learned APP would oppose the prayer based on the recitals in the registered Power of Attorney.

6. I have considered the submissions.

7. Clause 7 of the registered Power of Attorney dated 18.10.2019 in categorical terms gives limited right / authority in favour of the applicants to negotiate the deal with the parties but it does not authorize the applicants to either enter into an agreement of sale or to execute the sale deed.

8. In this background, without there being any authority to the applicants, they have executed the Memorandum of Understanding in the form of agreement of sale on 25.10.2019 on behalf of the complainant - owner of the property based on the Power of Attorney. Once the Power of Attorney does not spell out any such right in favour of the applicant, in my opinion, the claim of the prosecution about the necessary ingredients for offence punishable under Section 420 IPC is very much established.

9. In the aforesaid background, having regard to the fact that the applicants' *prima facie* involvement in the offence can be inferred, particularly when they have already received part of the consideration, no case for grant of bail is made out. Application fails and the same is rejected.

(NITIN W. SAMBRE, J.)

Minal Parab