

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION**

ANTICIPATORY BAIL APPLICATION NO. 779 OF 2023

1. Tejas Sagar Ghadigaonkar
2. Vinod Girdhar Parmar
3. Elton Peter Naronha
4. Nilesh Vishwanath Avghade ... Applicants
v/s.
The State of Maharashtra Respondent

**WITH
INTERIM APPLICATION NO. 965 OF 2023
IN
ANTICIPATORY BAIL APPLICATION NO. 779 OF 2023**

Shamal Mangesh Taldevkar Intervenor

In the matter between :-

Tejas Sagar Ghadigaonkar and ors. ... Applicants
v/s.
The State of Maharashtra Respondent

Mr. Vaibhav Kadam a/w. Mr. Yash Fadtare, Mr. Sameer
Parker and Mr. A.R. Kori for the Applicants.
Mr. R.M. Pethe, APP for the State.
Mr. Raju Suryawanshi for the Intervenor.
Mr. A.K. Hadal, PSI, Kankavali Police Station.

CORAM: SMT. ANUJA PRABHUDESSAI, J.

DATED : 15th MARCH, 2023.

P. C. :-

. This is an Application under section 438 of Cr.PC. filed by the
aforesaid Applicants apprehending their arrest in C.R.No.29/2023
registered with Kankavali Police Station for offence punishable under

section 420 r/w. 34 of the Indian Penal Code.

2. Heard learned counsel for the Applicants, learned APP for the State and learned counsel for the Intervenor. I have perused the records and considered the submissions advanced by the learned counsel for the respective parties.

3. The aforesaid crime was registered pursuant to the FIR lodged by Shamal Taldevkar. A perusal of the FIR reveals that the Applicants herein had displayed hoardings on the land at Village Janawli Baudhwadi near Mumbai-Goa expressway in the name of Amber Project giving details of the project launched by the Applicants. The Complainant contacted the Applicants and the employees working under the project informed the Complainant that they were constructing 28 bungalows in the said plot and that the foundation stone would be laid in October, 2021. They also assured that the construction would be completed and possession of the bungalows would be given within 18 months. The total cost of the bungalow was stated to be around 40 to 42 lakhs. They gave her the details and showed the photographs of the proposed construction and amenities which would be made available. They also informed the Complainant

that they have completed the construction of V-Mall and assured that they would help her in getting housing loan. The Applicants told the Complainant that the booking charges are 40% of the total amount and the balance amount was to be paid on commencement of construction.

4. The Complainant has stated that on 19/07/2021, at about 05:30 p.m., she and her husband went to the office of the Applicants namely Seven Square Feet Construction LLP and inquired about commencement certificate and that the Applicant No.1 told her that they will start the construction of the bungalow after acquiring 100% permission from the concerned authorities. The Complainant has stated that on an assurance given by the Applicants, she and her husband agreed to purchase the bungalow and paid to the Applicants an amount of Rs.12,00,000/-.

5. The Applicant No.1 also informed the Complainant that some other persons have also booked the bungalows and showed them different files. He, however, refused to disclose the names of the purchasers stating that the files were confidential. The Complainant therefore transferred an amount of Rs.12,00,000/- by cheque no.206707 in the name of the Company. The Complainant learnt that

the construction had not commenced. The Applicants started giving evasive answers. Hence, she suspected that she was cheated. The Complainant has stated that she also learnt that the Applicants had cheated two other persons on the same pretext. Hence, the Complainant lodged the FIR against the Applicants based on which the aforestated crime came to be registered.

6. The records prima facie reveal that the Applicants had taken money from the Complainant and two others on an assurance that they would be constructing bungalows on the land at Village Janawli Baudhwadi in the name of Amber Project. It is not in dispute that the land on which the bungalows were proposed to be constructed, was not purchased by the Applicants. The project was not registered under RERA Act. The Applicants had not obtained license/permission for the purpose of proposed construction of bungalows. The records also reveal that the amount received from the Complainant and others was invested in share market and some of the amount was transferred in the name of his wife and sister. Though the Applicant has stated that he has issued a cheque in favour of the Complainant, the learned counsel for the Complainant, under instructions, states that the Complainant has not received the original cheque.

7. Learned APP also states that the bank statement of the Applicants indicate that the Applicants have received large amount from several persons which suggests that apart from the Complainant, several other persons have also been cheated. This would necessitate custodial interrogation.

8. It has been brought to my notice that the Applicants were granted pre-arrest bail by this Court (Coram : M.S. Karnik, J.) by order dated 17/02/2023 in Anticipatory Bail Application No.461 of 2023 which relates to C.R.No.22/2023 registered with Kankavali Police Station pursuant to the FIR lodged by another purchaser. This Court, while granting pre-arrest bail, had directed the Applicants to report to the Investigating Officer on 21/02/2023 and 22/02/2023. Learned APP states that the Applicants had not complied with the said condition. The Applicants have not disputed the statement. The Applicants have not offered any satisfactory explanation for non compliance of bail condition. The conduct of the Applicants gives rise to a reasonable apprehension that they may jump bail and may not be available for trial.

9. Learned APP further states that the Applicant Nos.1 and 3 have

criminal antecedents. He has placed on record report with details of crimes registered against Applicant Nos.1 and 3 for cheating and misappropriation viz. C.R.No.22/2023 & C.R.No.29/2023 at Kankavali Police Station and C.R.No.83/2018 at Byculla Police Station. The case is also filed against the Applicant No.1 before Bhoiwada JMFC Court for offence under section 138 of Negotiable Instruments Act.

10. In view of the above, I am not inclined to exercise discretion under section 438 of Cr.P.C. in favour of Applicants. The Application is dismissed. Interim Application stands disposed of in view of dismissal of the Anticipatory Bail Application.

(SMT. ANUJA PRABHUDESSAI, J.)