

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

ANTICIPATORY BAIL APPLICATION NO. 215 OF 2023

Dinesh Sitara Pal	...Applicant
vs.	
The State of Maharashtra and Anr.	...Respondents

**ALONGWITH
ANTICIPATORY BAIL APPLICATION NO. 123 OF 2023**

Raaz Mohd Abdul Samad Pathan and Anr.	...Applicants
vs.	
The State of Maharashtra and Anr.	...Respondents

Mr. Amen Anand a/w Mr. Devendra Singh a/w Mr. Salim Sayed i/by
Mr. Anand H. Singh - Advocate for the Applicant
Ms. Sharmila S. Kaushik - APP for the Respondent-State
Mr. Ataur R. N. Shaikh- Respondent No. 2 in person present in
Court-Complainant
R. K. Sable – PSI presently Naigao Police Station, prior Waliv Police
Station

CORAM : S. M. MODAK, J.

DATE : 20th MARCH, 2023

P. C. :-

1. Heard learned Advocate for the Applicants and learned APP. As directed by this Court on the last date, the first informant is served and affidavit of service is taken on record. He is also present. He has instructed the learned APP also.

2. This Court has already granted interim protection on 24/01/2023 and 16/01/2023 to all the Applicants. There was

direction to deposit Rs. 25 Lakhs only in Anticipatory bail application no. 123 of 2023. It is for the reason that they are partners of M/s. Shantee Realty and Life Space. Whereas Applicant in ABA No. 215 of 2023 is it's employee.

3. Learned Advocate for the Applicants drew my attention to the various correspondence made on behalf of the Partners as well as correspondence made on behalf of the first informant. The booking of the first row house was cancelled mutually. Later on first informant has booked another row house, certain payment is agreed to pay in installment. Certain installments are paid also. Whereas certain installments remained to be paid. The partners have cancelled the allotment, whereas first informant has replied thereby denying the payments. Whereas according to him he has paid much more amount which includes cash also. According to the partners, it is for the first time, the first informant has referred about this cash amount.

4. On this background, the avernments in the F.I.R. are read. He has alleged that partners have duped him by not giving possession and agreement is not registered.

5. Learned APP submitted that the first informant still wants to go on with the purchase of the flat and he is ready to pay

remaining consideration, if any. She also submitted that other two purchasers have approached the consumer court. Even learned APP submitted that let matter be referred to the Mediation. In view of the fact that partners have cancelled the allotment, it is difficult to refer the matter for mediation. Even learned Advocate for the Applicants submitted that amount as asked by this Court is deposited in the court of trial Magistrate. From his submission, it is clear that his partners are not ready to go on for mediation.

6. For above consideration, I do not think that custodial interrogation of the Applicants is required. Hence interim protection granted earlier needs to be confirmed. Hence following order:-

ORDER

- (i) Orders passed on 16/01/2023 and 24/01/2023 thereby granting an interim protection in both these applications are confirmed subject to same conditions.
- (ii) The amount of Rs. 25 Lakhs deposited with the concerned Court of JMFC, let that court to take an appropriate decision about return of the amount after hearing both the sides.

7. Both the Applications are disposed of accordingly.

[S. M. MODAK, J.]