

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO. 291 OF 2023**

1. Venkat Mahadeo Alat
 2. Babita Venkat Alat
- ...Applicants

Versus

1. Shankarlal Gamnaramji Choudhary
 2. The State of Maharashtra
- ...Respondents

WITH

ANTICIPATORY BAIL APPLICATION NO. 319 OF 2023

Bhanaram Laccharam Choudhari

...Applicant

Versus

The State of Maharashtra

...Respondent

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Mr. M. S. Mohite, Senior Advocate a/w Mr. Prashant Patil for the Applicants in ABA/291/2023.

Mr. Nitin Patil for the Applicant in ABA/319/2023.

Mr. P.H. Gaikwad Patil, APP for the State.

Mr. Vilas N. Mali a/w. Mr. Rajendra Singh, Mr. Bilasmadi and Mr. Rajesh Yadav and Ms Sonia Singh for the Respondent No.1 in ABA/291/2023.

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CORAM : N.R. BORKAR, J.

DATED : 24 MARCH 2023

P.C. :-

. The applicants, who are accused in Crime No. 173 of 2022 registered at Kharghar Police Station, Navi Mumbai for the offences punishable under Sections 120-B, 420, 463, 464, 465, 467, 468, 471 r/w 34 of the Indian Penal Code have filed these applications under Section 438 of Code of Criminal Procedure for anticipatory bail.

2. The applicants in Anticipatory Bail Application Nos.291 of 2023 are accused Nos.1 and 2 and the applicant in Anticipatory Bail Application No. 319 of 2023 is the accused No.3 in the aforesaid crime.

3. The accused No.1 is the Doctor by profession and the accused No.3 is a Chartered Accountant.

4. According to the complainant, in the year 2015, accused No.3, who was looking after his income tax work, told him that he could make available plot of land for his construction business at very cheap price. It is alleged that accused No.3 then took him to accused No.1, who showed him documents in relations to plot No.52, Sector 16 at Kalamboli, Navi Mumbai. According to the complainant, after negotiation, he agreed to purchase the said plot and from time to time he paid total amount of Rs.1,46,78,166/- and requested accused No.1 to execute the agreement to sell. It is alleged that accused No.1 told him to pay Rs.10,16,000/- to a Lawyer for execution of agreement and accordingly, he paid the said amount to accused No.1. It is alleged that when he sought the permission for construction over the said plot from CIDCO, he came to know that no allotment of said plot was made by CIDCO either in favour accused No.1 or anybody else.

5. I have heard the learned senior counsel for the applicants in ABA/291/2023, the learned counsel for the applicant in ABA/319/2023, the learned APP for the respondent-State and the learned counsel for the complainant.

6. The learned senior counsel for the accused No.1 submits that in the year 2015, one Estate Agent namely Avinash Koli approached to the accused No.1 offering to sell various plots allotted by CIDCO to various farmers in view of acquisition of their lands. It is submitted that after verifying the documents and meetings with the original farmers, accused No.1 agreed to purchase six plots, i.e., 34, 35, 36, 51, 52 and 53. It is submitted that accused No.1 thereafter by registered agreements purchased the said plots for total consideration of Rs. 20.49 Crores and had even developed one of the plots. It is submitted that during development of plots, accused No.1 had realised that all documents shown to him by the Estate Agent Avinash Koli and farmers were forged and thus, on 2 January 2017, he lodged the report with the Kalamboli police station. It is submitted that the prosecution after investigation filed the charge-sheet against the said agent-Avinash Koli and others. It is submitted that accused No.1 is a reputed doctor and in fact he is duped. It is submitted that there is not need of custodial interrogation.

7. On the other hand, the learned APP and the learned Counsel for the complainant submit that considering the nature of offence, the applicants may not be released on anticipatory bail.

8. The fact of filing of charge-sheet against the Estate Agent Avinash Koli and others for cheating and forgery is not disputed. Admittedly, the alleged transaction between the complainant and accused No.1 is of the year 2015. It is not shown that at the time of said transaction, accused No.1 was aware about the fraud committed by Estate Agent - Avinash Koli and

others. Apart from it, there is a delay of more than five years in lodging the report and prima facie the motive behind lodging of the report after such a long delay appears to compel the accused No.1 to return the amount. It is also apparent from the fact that the accused No.2 (wife of accused No.1), who has nothing to do with the alleged transaction between the complainant and accused No.1, is made accused. Considering the overall facts and circumstances of the case, I am inclined to release the applicants on anticipatory bail. Hence, the following order is passed:

- (i) Both Applications are allowed.
- (ii) In the event of arrest of the applicants in Crime No. 173 of 2022 registered at Kharghar Police Station, Navi Mumbai for the offences punishable under Sections 120-B, 420, 463, 464, 465, 467, 468, 471 r/w 34 of the Indian Penal Code, they shall be released on bail on furnishing PR bond in the sum of Rs. 25,000/- each with one or two sureties in the like amount.
- (iii) The applicants shall attend the concerned police station as and when called by the Investigating Officer and shall cooperate in the investigation.

(N.R. BORKAR, J.)