



Sayali Upasani

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

ANTICIPATORY BAIL APPLICATION NO. 511 OF 2023

Sunil Parshuram Jadhav

...Applicant

Vs.

The State of Maharashtra and Others

...Respondent

Ms. Aditi Naikare for Applicant.

Mr. M. G. Patil, APP, for State.

Mr. Ramesh Jain, for Intervenor.

CORAM:- N. J. JAMADAR, J.

DATED:- 25th SEPTEMBER, 2023

PC:-

- 1) Heard the learned Counsel for the parties.
- 2) The learned Counsel for the applicant, on instructions, submitted that the applicant is not in a position to pay the amount as agreed. On 21st August, 2023, when the time was sought to make the payment, as agreed, this Court had granted four weeks time to comply with the statement contained in the affidavit filed by the applicant.

3) I have perused the allegations in the FIR. The gravamen of indictment against the applicant is that the applicant induced the first informant to part with a sum of Rs.30,00,000/- by making a representation that two flats being Flat Nos.104 B/ Wing and 204 B/Wing would be transferred to the first informant for a consideration of Rs.20,00,000/- each. The applicant executed agreements for sale. Eventually, it transpired that those flats were allotted to Ganu Patil, Having realised that the first informant was deceived, the report came to be lodged.

4) The learned Counsel for the applicant submitted that there was an understanding between the applicant and Ganu Patil that the applicant would sell certain flats allotted to Ganu Patil. This submission itself implies that the applicant was not the owner of the flats, which he proposed to sell. The agreement for sale which the applicant had executed does not indicate that Ganu Patil was the owner of the flats and, on his behalf, the applicant executed the agreement for sale. The applicant neither transferred the flats nor repaid the amount. Even the statement made before this Court, on an affidavit, has not been honoured.

5) I am conscious that the application for pre-arrest bail cannot be rejected for not honouring the statement made before the Court, to make the payment. In the instant case, the

dishonest intention on the part of the applicant since the inception of the transaction is evident and the failure to honour the commitment fortifies the inference that since the inception of the transaction the intention was dishonest.

6) Hence, the application stands rejected.

7) It is clarified that these *prima facie* observations are confined to determine the entitlement to pre-arrest bail only.

[N. J. JAMADAR, J.]