

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

ANTICIPATORY BAIL APPLICATION NO. 735 OF 2023

Sandip Madhookant Shah	 Applicant
v/s.	
The State of Maharashtra	 Respondent

Mr. Milan Desai i/b. Mr. T.R. Patel for the Applicant.
Mr. Shrikant Yadav, APP for the State in ABA/735/2023.
Mr. R.M. Pethe, APP for the State in ABA/737/2023.
Mr. Sardesai, PSI, Santacruz Police Station, present.

CORAM: SMT. ANUJA PRABHUDESSAI, J.

DATED : 10th MARCH, 2023.

P. C. :-

. This is an Application under section 438 of Cr.PC. filed by the aforesaid Applicant apprehending his arrest in C.R.No.1242/2022 registered at Santacruz Police Station, Mumbai for offences punishable under sections 419, 420, 465, 467, 468, 471 r/w. 34 of the Indian Penal Code.

2. Heard learned counsel for the Applicant and learned APP for the State. 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

Abdul Rahim Abdul Karim. A perusal of the FIR reveals that one Pappu Parab alias Datta who is an employee of the Complainant had told him that the Applicant and co-accused – Raju Londhe have land for sale. Accordingly, the Complainant called the Applicant and Raju Londhe to his office. The Applicant and Raju Londhe told the Complainant that one Sharad Teli, a developer and builder has a property for sale. Pursuant to the discussion and negotiation with Sharad Teli, the Complainant agreed to purchase the property for sale consideration of Rs.6,25,00,000/-. They entered into a Memorandum of Understanding and decided the schedule of payment. Said Sharad Teli thereafter brought one person by name Dhairyasheel Palekar to the office of the Complainant and informed the Complainant that he was the owner of the said property. Said Dhairyasheel Palekar also signed the Memorandum of Understanding. It is stated that the Complainant gave Rs.21,00,000/- to the co-accused – Sharad Teli.

4. The Complainant has stated that he later learnt that Dhairyasheel Palekar and his family members who are the owners of the property are based in the United States and that the person who was brought to his office had impersonated said Dhairyasheel Palekar. The Complainant also learnt that said Sharad Teli has no right to enter into any

transaction in respect of the said property. Said Sharad Teli also refused to return the money. The Complainant has also stated that the cheque issued by his employee Pappu Parab, who had introduced him to the Applicant and Raju Londhe, has been dishonoured. It is on the basis of these allegations, the FIR came to be registered against the Applicant.

5. A perusal of the FIR reveals that the Applicant had only acted as a broker. The FIR does not indicate that the Complainant had paid any money to the Applicant. He is not a beneficiary of the transaction. Considering this aspect, in my considered view, the Applicant is entitled for pre-arrest bail. Hence, the Application is allowed on the following terms and conditions :-

(a) In the event of arrest of the Applicant in C.R.No.1242/2022 registered at Santacruz Police Station, Mumbai, he shall be released on bail on furnishing bail bonds in the sum of Rs.15,000/- with one or two sureties in the like amount ;

(b) The Applicant shall report to the Investigating Officer for four days from 13/03/2023 between 11:00 a.m. to 02:00 p.m.

(c) The Applicant shall not interfere with the complainant and the other witnesses and shall not tamper with the evidence or attempt to influence or contact the complainant, witnesses or any person concerned with the case;

(d) The Applicant shall keep the Investigating Officer informed of his current address and mobile contact numbers, and/or change of residence or mobile details, if any, from time to time.

6. The Application stands disposed of.

**PREETI
H JAYANI**

(SMT. ANUJA PRABHUDESSAI, J.)

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PREETI H JAYANI
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