

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

CRIMINAL APPLICATION NO. 54 OF 2023

Shri Pappya Bapu Pinjari
(Through Legal Heir Shri
Mansoor Papaniya Pinjari)

...Applicant

vs.

Irfan Sayeed Khan and Anr.

...Respondents

Mr. P. S. Gautam - Advocate for the Applicant

Mr. Aniesh S. Jadhav a/w Rushikesh Kekane - Advocate for the
Respondent No. 1.

Mr. H. J. Dedhia – APP for the Respondent-State

CORAM : S. M. MODAK, J.

DATE : 23rd JUNE, 2023

P. C. :-

1. Heard learned Advocate for the Applicant/first informant and learned Advocate for the Respondent-accused and also heard learned APP and investigating officer is present.

2. This Court has granted pre-arrest bail to the present Applicant as per order dated 06/01/2020. One of the consideration was that in support of his contention, present Respondent/accused has filed an affidavit before this Court thereby stating that agreement for sale dated 24/10/1991 was filed by him in Civil suit and as such he is not having possession of the original agreement.

This was one of the consideration for this Court to grant anticipatory

bail.

3. Now the present application is filed by the first informant for cancellation of the said anticipatory bail. The ground for cancellation is that accused has made false affidavit before this Court. So as to say that he has pleaded that he has filed the original agreement for sale before the Civil Court and in fact he has not filed that agreement.

4. To rebut his contention learned Advocate for the Respondent-accused submitted that in fact agreement is exhibited at Exh. 40 by the trial court and it is also referred in the evidence and it was considered by the trial court while decreeing the suit and said decree is also confirmed.

5. The present F.I.R. came to be registered on the basis of the direction given by the concerned Court of the JMFC, Thane thereby ordering investigating under Section 156(3) of the Criminal Procedure Code. The allegation in the F.I.R. is that the present Applicant has seen the copy obtained from the Sub-Registrar Office and a copy of the agreement supplied to him when he has defended the Civil suit. It is contended that when he has perused both these agreements, he realized that signatures are forged one.

6. Learned APP submitted that they have made

correspondence with the Civil Court and asked for certified copy of that agreement and they were informed that it is not available but only list of the documents filed by the present Respondent who is Applicant therein is available. That list is shown to me. One of the document is agreement for sale.

7. I do not think any case for cancellation of the bail is made out. When the Applicant has filed an affidavit during hearing of the bail application, he has stated that he has filed that agreement before Civil Court and it is also referred by Civil Court in its judgment. If latest correspondence with the Civil Court shows that the agreement is not available, then how come the civil court while deciding the suit has referred the agreement in the judgment. There may be different reasons why the civil court has replied that the agreement is not available. Simply on that basis the contention that false affidavit was filed cannot be accepted.

8. So I do not find that Respondent has mislead this Court while seeking anticipatory bail. Hence no merits. Hence application is disposed of.

[S. M. MODAK, J.]