SA Pathan

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 1889 OF 2023

Gagan Keshav Rahandgale … Applicant
V/s.
The State of Maharashtra & Anr. … Respondents

Mr. Chetan N. , for the Applicant.
Mrs. Rutuja Ambekar, APP for the State-Respondent.
Ms. Aarti Pandey, for the original complainant.

CORAM : AMIT BORKAR, J.

DATED : JULY 7, 2023

P.C.:

1. Apprehending arrest in connection with C.R.No.288 of 2023 registered with Yerwada police station, Pune for offences punishable under Sections 406, 420 r/w 34 of the Indian Penal Code, 1860 (for short 'IPC'), the applicant is seeking relief of pre-arrest bail under Section 438 of the Code of Criminal Procedure, 1973 (for short 'Cr.P.C.').

2. According to the prosecution, one Prashant Pratap Ahir and his wife purchased a bungalow in 2013. At the time of purchase of bungalow, he took loan of Rs.1,92,00,000/- and 1,10,00,000/- from D.H.F.L. finance company and Reliance Company. In the year 2016, he transferred loan of D.H.F.L company to HDFC Home Finance. HDFC finance company advanced him Rs.3,30,00,000/-, from the said amount he repaid loan of Reliance company. After paying regular installments of HDFC finance company for some period, he could not repay further loan. He decided to sell his bungalow to repay HDFC finance company loan. Due to Corona situation he unable to sell his bungalow. He was in search of an agent. In October 2021, he got acquainted with agent Goirakh Tanpure. Gorakh introduced him to Vishal Pawar. They assured to sell the bungalow subject to commission of Rs.25 lakh. As the loan amount piled, HDFC Bank attached bungalow in December 2021. To stop the auction, HDFC Bank stated him to pay Rs.4,80,00,000/-. Tanpure told him that he knows a person who reduces loan amount. He works as a Secretary of Co-operative Minister Balasaheb Patil.

3. On 18 January 2022, Gorakh and one Shelke met him in Atithi Hotel Kharadi and told that Saheb agreed to do his work. There were talked with Chief Officer of HDFC Bank and the loan will be closed after paying Rs.3,00,00,000/-. Out of this amount, Rs.1,80,00,000/- will be paid to HDFC Bank and remaining amount will be paid to the middlemen and bank officer. As the loan was assured to be settled in less amount, Prashant Ahir agreed to pay. He was told to pay Rs. 10 lakh in advance to Secretary of Balasaheb Patil by RTGS. When he inquired about the Secretary, he was told that he was Gagan Rahangale. On 25 January 2022 Prashant transferred Rs. 6 lakh in the account of Gagan Rahangale. He also transferred Rs.25 lakh in the account of Gagan upto 24 February 2022. Despite transfer of huge amount, he was getting promises only. The bank sold the bungalow on 4 March 2022. When this fact was told to Gagan, he told that the purchaser is having good relations with the Minister and he would get back his bungalow. On the pretext of payment of stamp duty amount of Rs.30 lakh was transferred in six installments in the account of Gagan but his work was not done. The informant realized that he was cheated for Rs.59 lakh. He approached the respondent police station and registered complaint against the applicant.

4. The applicant, therefore, filed application under Section 438 of Cr.P.C. before learned Sessions Judge which came to be rejected by order dated 31 May 2023. Aggrieved thereby, the applicant has filed the present anticipatory bail application.

5. On perusal of the case papers produced by the prosecution, it prima facie appears that the applicant impersonating himself as personal assistant of Minister for Co-operative Marketing, Maharashtra State, issued a letter dated 1 March 2022 to Chief Manager, Main Branch of HDFC bank, Mumbai for extension of period of repayment of loan. The said communication is on forged letterhead of the Minister to settle the dispute between HDFC bank and the complainant, the applicant has accepted amount of Rs.59 lakh. Therefore, it prima facie clear that on the date of making promise that he will settle the dispute of complainant with the bank, the applicant was conscious of the fact that he had no legal authority to direct the bank to settle such dispute. Therefore, on the day of accepting amount of Rs.59 lakh, the applicant prima facie on fraudulent and dishonest intention. Therefore, offer of repayment of the amount cannot be accepted as the prosecution has made out the prima facie case against the applicant.

6. Moreover, custodial interrogation of the applicant is necessary to unearth similar kind of incidents if any committed by the applicant with other victims. The anticipatory bail application is, therefore, rejected. No costs.

(AMIT BORKAR, J.)