

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

ANTICIPATORY BAIL APPLICATION NO. 2054 OF 2023

Vishnu Ramchandra Patil and Ors. ...Applicants

vs.

The State of Maharashtra ...Respondent

**ALONG WITH
INTERIM APPLICATION NO. 2666 OF 2023
IN
ANTICIPATORY BAIL APPLICATION NO. 2054 OF 2023**

Haresh R. Sobhani ...Intervenor

In the matter between

Vishnu Ramchandra Patil and Ors. ...Applicants

vs.

The State of Maharashtra ...Respondent

Mr.Vinaykumar Khatu a/w Mr.Amar Gharte, Ms.Aishwarya Dangle
and Ms.Pooja Yadav – Advocates for Applicants.

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

Mr.Rishi Bhuta a/w Mr.Ashish Dubey – Advocate for Intervenor.

CORAM : S. M. MODAK, J.

DATED : 31ST JULY 2023

P. C. :

1. I have heard learned Advocate for the Applicants and learned
Advocate for the First-Informant. Also heard learned APP.

2. There is an FIR registered with Kongaon Police Station –

Satish Sangar

District Thane at C.R. No. 150 of 2023 on 5th May, 2023 under Sections 420, 406 read with 34 of Indian Penal Code, 1860 [“IPC”].

3. Sum and substance of the allegation in the FIR is that when the agreement for sale was executed on 1st February, 2010 by Applicant No.1, it was not disclosed to the First-Informant about the agreement for sale dated 24th August, 1995 executed with one Advocate Sunil Vasant Patil. Furthermore, it was not disclosed that there are substantial encroachment on the land. Furthermore, when the question of executing a sale-deed has come, the Applicant No.1 has sold the land to two persons by executing a sale-deed and he gifted certain land to his son.

4. Though the son is not vendor, he signed on the agreement dated 1st February, 2010 as a witness and on power of attorney as witness. Even there are entries which show that he has accepted the amounts. My attention is invited to the correspondence made recently in the year 2018 and 2019. The land was de-reserved in the year 2010 from MIDC reservation. The contention is that since 2012, till lodging of FIR, no steps are taken by the First-Informant to execute a sale-deed and as such he has lost the right to ask for specific performance.

5. So far as the allegation against the Applicant No.3 – Monica is concerned, it pertains to accepting an amount for removing of encroachment. She is neither vendor nor signatory to the agreement or power of attorney in any capacity. So she nowhere concerned about making false representation and inducing the first informant to part away the money. So, I am inclined to grant her anticipatory bail.

6. So far as Applicant Nos. 1 and 2 are concerned, I am not inclined. Learned Advocate seeks time to take instructions.

Later on :-

7. After taking instructions, learned Advocate submitted that let the Court pass appropriate orders. But, again he requested to consider the Application of Applicant No.1 considering his age. It is opposed by both the sides for the reason that it is he who has done all these misdeeds.

8. I have gone through the FIR and the documents annexed by the First-Informant. As said above, the allegation is three fold :-

- (a) At the time of executing 2010 agreement, not disclosing about selling of land to one Advocate Sunil Patil on 24th August, 1995.
- (b) Not disclosing about encroachment of many huts and then calling the Applicant No.3 – Monica and compelling the First-Informant to part away huge

amount for removal of encroachment.

- (c) When the question of executing a sale-deed has come, he backtracked and executed sale-deeds and gift deed.

9. It is true that there are correspondence which shows that the First-Informant has followed up with Government Authorities. Even though the land was de-reserved, it was again reserved for Metro project and the correspondence made by the First-Informant was a joint representation and also made on behalf of Applicant as power of attorney holder. The First-Informant has suggested for shifting of the Metro Car Depot from Gove to Kasheli.

10. As said above, Applicant No.2 – Anil is not entitled for anticipatory bail. Even though, he was not one of the vendor, he signed those documents as witness. It means, he was fully aware about the transaction and even he has accepted the amount. So, I am rejecting his Anticipatory Bail Application.

11. Dishonest intention of both the Applicants is writ large. Every time Applicant No. 1 has induced the First-Informant to part away money and when the question of executing sale-deed has arisen, he has backed out. Applicant No.2 has joined Applicant No. 1 in his dishonest intention.

12. There is again request to grant relief to Applicant No.1

considering his age. It is true that he is 80 years of age. There is no point in interrogating him in police custody. It will affect his health seriously also. Subject to conditions, I am inclined to grant him Anticipatory Bail. Hence, following order is passed :-

O R D E R

- (i) Application of Applicant – Anil Patil is rejected.
- (ii) In case of an arrest in connection with C.R. No. 150 of 2023 registered with Kongaon Police Station – Thane City for the offences punishable under Sections 420, 406 read with 34 of IPC, the Applicant No.1 – Vishnu Ramchandra Patil and Applicant No.3 – Monica Anil Patil be released on furnishing personal bond and surety bond of Rs.25,000/- each.
- (iii) Applicant No.3 is directed to give her attendance to Kongaon Police Station – Thane City on 5th August and 12th August, 2023 from 10.00 to 12.00 noon and thereafter, as and when called.
- (iv) Applicant No.1 is directed to attend the Police Station every alternate day from 10.00 to 12.00 noon until filing of charge-sheet.
- (v) Applicants not to threaten the Prosecution witnesses or to allure them in any manner.

13. These are my *prima facie* observations. Let the learned trial Court need not be influenced by them.

14. Application is disposed of in the aforesaid terms.

15. In view of the above, Interim Application is also disposed of.

16. All the parties to act on an authenticated copy of this order.

[S. M. MODAK, J.]