

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

**BAIL APPLICATION NO.2489 OF 2022**

|                          |              |
|--------------------------|--------------|
| Balraj Jaya Shetty       | ..Applicant  |
| VS.                      |              |
| The State of Maharashtra | ..Respondent |

**WITH  
INTERIM APPLICATION NO.3829 OF 2022  
IN  
BAIL APPLICATION NO.2489 OF 2022**

|                   |             |
|-------------------|-------------|
| Shiv Govinda Sahu | ..Applicant |
|-------------------|-------------|

**IN THE MATTER BETWEEN**

|                          |              |
|--------------------------|--------------|
| Balraj Jaya Shetty       | ..Applicant  |
| VS.                      |              |
| The State of Maharashtra | ..Respondent |

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Mr. Deepak Thakre a/w Mr. Gopal Parab for the Applicant.  
Mr. S. V. Gavand, APP for the State.  
Ms. Devki Sahu for intervenor/complainant.  
Mr. Yashvantrao, API, Khadakpada Police Station, Kalyan is present.

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**CORAM : M. S. KARNIK, J.**

**DATE : JANUARY 18, 2023**

**P.C. :**

- 1.** Heard learned counsel for the applicant and learned APP for the State.
- 2.** This is an application for bail by the applicant-Balraj Jaya Shetty in connection with C.R. No.I-283 of 2021 dated

13/09/2021 registered with Khadakpada Police Station, Kalyan, District Thane for the offence punishable under Sections 420, 406, 506(2) of the Indian Penal Code, 1860.

**3.** The application is vehemently opposed by learned APP and learned counsel for the complainant.

**4.** The FIR is dated 20/03/2022. As a part of the charge-sheet is the partnership deed dated 21/12/2018 entered into between the applicant and the complainant for development and purchase of lands. It is alleged that the applicant purchased the land in his name for which the monies were paid by the complainant. It is then alleged that the partnership deed was not honoured and no steps were taken to develop the said land and that the land is neither transferred in the name of the complainant.

**5.** Mr. Deepak Thakre, learned counsel for the applicant submitted that the applicant has no intention of dishonouring the partnership deed. On instructions it is submitted that even the applicant intends to develop the said land and the complainant is obviously entitled to his share in the said development in terms of what is provided

in the partnership deed. It is further submitted that to show his bonafides, a sum of Rs.18 lakhs will be deposited by the applicant before the trial Court within a period of eight weeks from today which can abide by the orders passed by the competent Court. This deposit is without prejudice to the rights and contentions. The statements made on instructions of the applicant are accepted as an undertaking to this Court.

**6.** In the present case I find that the applicant is in custody since 20/03/2022 almost for a period of 10 months. *Prima facie*, the dispute is in respect of the partnership and it is alleged that the understanding between the parties is not being honoured by the applicant.

**7.** As the charge-sheet has been filed and the investigation is complete and having regard to the stand taken by the applicant as mentioned hereinbefore, the applicant can be released on bail. No criminal antecedents are reported against the applicant. The trial is likely to take a long time to conclude.

**8.** Hence, the following order :-

**ORDER**

- (a) Application is allowed.
- (b) Applicant-Balraj Jaya Shetty shall be released on bail in connection with C.R. No.I-283 of 2021 registered with Khadakpada Police Station, Kalyan, District Thane on his furnishing P.R. Bond of Rs.25,000/- with one or more sureties in the like amount.
- (c) The applicant is permitted to furnish cash bail surety in the sum of Rs.25,000/- for a period of 6 weeks in lieu of surety.
- (d) The applicant shall not directly or indirectly make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him from disclosing the facts to Court or any Police Officer. The applicant shall not tamper with evidence.
- (e) The applicant shall report to the concerned police station once in a month i.e. on first Monday of every month between 11.00 a.m. and 1.00 p.m.
- (f) On being released on bail, the applicant shall furnish his contact number and residential address to the Investigating Officer and shall keep him updated, in case there is any change.
- (g) The applicant shall abide by the statements made.

(h) In the event there is breach, it is open for the complainant or the prosecution to apply for cancellation of bail.

- 9.** The Bail Application is disposed of.
- 10.** The Interim Application is also disposed of.

**(M. S. KARNIK, J.)**