

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

ANTICIPATORY BAIL APPLICATION NO. 78 OF 2024

Amol Chandramohan Gaikwad

..Applicant

Versus

State of Maharashtra

..Respondent

Mr. Virendra S. Khot for Applicant.

Ms. Mahalakshmi Ganapathy, APP for State/Respondent.

CORAM : SARANG V. KOTWAL, J.

DATE : 12 JANUARY 2024

P.C. :

1. The Applicant is seeking anticipatory bail in connection with C.R.No.275 of 2023 registered at Bhoiwada Police Station, Mumbai, on 14.07.2023, under sections 420, 465, 467, 468, 471 and 120-B r/w. 34 of the Indian Penal Code.

2. Heard Mr. Virendra Khot, learned counsel for the applicant and Ms. Mahalakshmi Ganapathy, learned APP for the State.

3. The F.I.R. is lodged by one Suresh Rachmalla. According to him, he was having a room bearing room No.1601,

Mahalaxmi S.R.A. Co-operative Housing society Ltd., Parel, Mumbai. He gave that room on leave and licence basis to the present applicant by executing the agreement on 29.06.2021. The period for that agreement was between 01.07.2021 to 30.06.2023 i.e. for the period of 24 months. The monthly payment was fixed at Rs.30000/-. The total rent for 24 months came to around Rs.7,20,000/-, out of which the applicant had paid Rs.4 lakhs and the balance was to be paid subsequently. The applicant took possession of the room on 30.06.2021. The informant had gone back to his native place at Telangana. He was informed by the electrician in the building that the applicant was not residing in that room but somebody else was staying there. The informant made enquiries and he came to know that one Ashok Gopreddy was occupying that room. The informant confronted the applicant. He told the informant that, because of the financial constraints he could not pay the remaining amount and, therefore, he had given that room to Ashok Gopreddy. He told that, after the amount paid by Ashok Gopreddy was adjusted by the applicant the said Gopreddy would vacate the room. The informant was not

agreeable to this proposal. But on humanitarian ground as Ashok's daughter was in 10th standard he permitted Ashok to reside in that room. For that purpose, he cancelled the agreement between the applicant and himself. He entered into a new agreement between himself and Ashok Gopreddy. The applicant's agreement was cancelled on 13.07.2022. Thereafter, there was dispute between Gopreddy and the informant. Ashok Gopreddy did not vacate the room and did not make the payment. He told the informant that the applicant, Ajay Naik and Sanjay Malusare had executed a document in his favour by accepting heavy deposit of Rs.12 lakhs. The informant realized that he was cheated and, therefore, he lodged the F.I.R.

4. Learned counsel for the applicant submitted that the F.I.R. itself mentions that the informant had terminated his agreement with the applicant and had entered into a separate agreement with Ashok Gopreddy. Learned counsel invited my attention to the leave and licence agreement executed between Ajay Naik and Sanjay Malusare on one hand and Ashok Gopreddy on the other. This agreement is referred in the F.I.R. Learned

counsel relied on the copy of that agreement annexed at Exhibit-D of this application. The said agreement does not bear the name or signature of the present applicant. Therefore, the applicant is not a party to the agreement.

5. Learned APP opposed grant of relief in this application. She submitted that the applicant is hand in glove with Ajay Naik and Sanjay Malusare, as well as, Ashok Gopreddy in creating this document. The applicant was instrumental in inducting Ashok Gopreddy in the said room. She, therefore, submitted that the applicant is involved in the offence.

6. I have considered these submissions. The F.I.R. itself mentions that the informant was aware about Ashok Gopreddy occupying that room. In spite of knowing everything, the informant cancelled the leave and licence agreement with the applicant and entered into a separate agreement with Ashok Gopreddy. Thus, from 13.07.2022 the applicant had no concern with the room. The other agreement referred to in the F.I.R. wherein Ajay Naik, Sanjay Malusare and Ashok Gopreddy are the

parties is a totally independent document to which the applicant has no concern. Therefore, the applicant cannot be held responsible for execution of that document which is used by Ashok Gopreddy to deprive the first informant of possession of that particular room.

7. Considering these circumstances, the applicant's role is very less. His custodial interrogation is not necessary. He can be protected U/s.438 of the Cr.p.c.

8. Hence, the following order :

ORDER

- i) In the event of his arrest in connection with C.R.No.275 of 2023 registered at Bhoiwada Police Station, Mumbai, the applicant is directed to be released on bail on his executing P. R. bond in the sum of Rs.30,000/- (Rupees Thirty Thousand Only) with one or two sureties in the like amount.
- ii) The Application is disposed of.

(SARANG V. KOTWAL, J.)