

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

ANTICIPATORY BAIL APPLICATION NO.147 OF 2024

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1) Vinod Shripal Singh &

2) Vikas Vinod Singh

...Applicants

versus

The State of Maharashtra

.... Respondent

Mr. Prashant C. Kamble a/w Mr. Ranit Basu, a/w Ms. Maitri Malde
a/w Mr. Vishesh Srivastve, a/w Mr. Nikhil W. a/w ms. Dua Shaikh
for the Applicants.

Ms. Sharmila S. Kaushik, APP for the State/Respondent.

CORAM : SARANG V. KOTWAL, J.
DATE : 18th JANUARY 2024

P.C. :

1. The Applicants are seeking anticipatory bail in connection with C.R. No.113 of 2023, registered with Mira Road Police Station, on 29th March 2023, under Sections 420, 406, 120-B of IPC.
2. Heard Mr. Prashant C. Kamble, learned counsel for the Applicant, and Ms. Sharmila Kaushik, APP for the State.

3. FIR is lodged by Sumit Gupta, who wanted to purchase a flat. One Estate Agent Aftab Alam called and told him that he had some flats which the informant could consider for purchasing. Out of the flats shown by him, the informant selected Flat No.504 'C' Wing, Gaurav Woods Phase-2 Mira Road (East). Aftab took the informant to M/s. Ravi Development, Builders and Developer's office on 14th July 2018. The informant agreed to purchase that flat for Rs.67,00,000/-. The informant had given Rs.1,00,000/- as the token amount. The flat was booked, The booking application form was filled.
4. Subsequently, on 1st September 2018, one Gaurav Shah who was director of M/s. Ravi Development, Builders and Developers, told him that the said flat was already sold to somebody else and, therefore, it could not be sold to the informant. Instead, he offered a flat on the 10th floor for an additional consideration of Rs.8,00,000/-. The Estate Agent Aftab convinced the informant to purchase Flat No.1002 in 'A' Wing, Gaurav Woods, Phase-2 Mira Road (East) in the same project. The informant liked the flat. Aftab told him that the said

Flat No.1002 was owned by M/s. Y.M. Landmark Pvt. Ltd.. One Brijesh Mishra was the Director of that company. Aftab introduced both these Applicants to the informant and told him that both these Applicants were holding a power of attorney in respect of that flat. The informant agreed to purchase that flat for Rs.68,10,000/-. On various occasions he transferred the amount of Rs.22,00,000/- in the account of M/s. Y.M. Landmark Private Ltd..

5. In August 2021, he was told by Aftab that the said Flat No.1002 was sold by M/s. Ravi Development, Builders and Developers to one Mohammed Shahnawaz Shaikh. The informant met Brijesh Mishra on 26th August 2021. He told the informant that he was unable to give that flat to the informant. And instead of that the informant should select the flats on 8th or 6th floor. However, the transaction did not go ahead. The informant was not refunded his money. The said Brijesh Mishra stopped receiving the informant's calls and refused to refund the money. On these allegations, the FIR is lodged.
6. Learned counsel for the Applicant submitted that both the

Applicants are Estate Consultants and they assist the builders in completing the transactions. M/s. Y.M. Landmark Pvt. Ltd. passed a resolution on 8th February 2019 giving authority to the Applicant Vikas to sign and negotiate with the informant regarding all transactions in respect of flat No.1002. Learned counsel further submitted that pursuant to this resolution, the Applicant No.2, had only signed the sale deed in favour of the informant in respect of Flat No.1002. The sale deed was signed by the Applicant No.2 beyond that, the Applicants have not played any role.

7. He submitted that the Applicants have not received any money and the FIR itself shows that Brijesh Mishra who was the owner of the Flat had refused to refund the money of the informant.
8. Learned APP, on instructions of the Investigating Officer conceded that there is no evidence to show that the money paid by the informant had gone in favour of the present Applicants or that they were beneficiaries in the transaction. The amount was deposited in the account of M/s. Y.M. Landmark Pvt. Ltd. And

thereafter, it was not refunded. However, the said flat No.1002 was sold by M/s. Ravi Developers, directly to Mohammed Shahnawaz Shaikh.

9. Thus, it appears that there was transaction between M/s. Ravi Developers and Brijesh Mishra and ultimately, the Flat No.1002 was not actually transferred in the name of the Brijesh Mishra and hence the informant could not get that flat. Thus, main role is played by Brijesh Mishra knowingly. The only role attributed to the present Applicants are regarding the signing of the agreement for sale dated 13th February 2019. They were authorised to do so by M/s. Y.M. Landmark Pvt. Ltd. Therefore, there is substance in the submissions made by the learned counsel for the Applicants, that, though they acted within their powers, they could not be attributed with any criminal intention in the entire episode.

10. Learned APP has conceded that there is nothing to show that the Applicants have received any money in this transaction. Their custodial interrogation is not necessary. They can be protected under Section 438 of Cr.Pc. They have to co-operate

with the investigation.

11.Hence, the following order :

ORDER

- (i) In the event of their arrest in connection with C.R. No.113 of 2023, registered with Mira Road Police Station, the Applicants are directed to be released on bail on their executing PR bond in the sum of Rs.30,000/- (Rs.Thirty Thousand Only) each with one or two sureties each in the like amount.
- (ii) The Applicants shall attend the concerned police station as and when called.
- (iii) The Applicant shall co-operate with the investigation.
- (iv) The Anticipatory Bail Application stands disposed of accordingly.

(SARANG V. KOTWAL, J.)