

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

ANTICIPATORY BAIL APPLICATION NO.155 OF 2024

Ajay Raghunath Chavan	 Applicant
versus	
State of Maharashtra	 Respondent

**WITH
INTERIM APPLICATION (ST) NO.3599 OF 2024
IN
ANTICIPATORY BAIL APPLICATION NO.155 OF 2024**

Sitaram Bhagaji Borchate	 Intervenor
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IN THE MATTER BETWEEN :

Ajay Raghunath Chavan	 Applicant
versus	
State of Maharashtra	 Respondent

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- Mr. Harshad Bhadbhade a/w Shagufta Patel a/w Nikita Mandaniyan, Advocate for Applicant.
- Ms. Mahalakshmi Ganapathy, APP for the State/Respondent.
- Mr. Akshay Shinde, Advocate for Intervenor.

**CORAM : SARANG V. KOTWAL, J.
DATE : 14th FEBRUARY, 2024**

P.C. :

1. The Applicant is seeking anticipatory bail in connection with C.R.No.184/2023, dated 08/12/2023, registered with Roha

Police Station, Raigad, under sections 406, 415, 420, 425, 426, 506 r/w 34 of the Indian Penal Code.

2. Heard Mr. Harshad Bhadbhade, learned counsel for the Applicant, Mr. Akshay Shinde, learned counsel for the Intervenor and Ms. Mahalakshmi Ganapathy, learned APP for the State.
3. The FIR is lodged by one Sitaram Borchate. He has stated that he wanted to purchase a land in the year 2020. He came across an advertisement on Youtube channel. He called the phone number, shown in that advertisement. It was answered by the present Applicant. He told the informant that he was working as an agent in land transactions. He told the informant that he knew about various lands at Chiplun, Kolkewadi, Dervan, Guhagar, Ratnagiri etc. for sale at reasonable price. The FIR mentions that he had completed one transaction in respect of a land at village Nivi, Taluka Patan. But some formalities were still pending. After that, the Applicant told the informant that some farmers in Satara District had lost their land in the Koyana

dam project and they were to get alternate land in Taloja, Taluka Panvel, District Raigad as they were project affected persons. He told the informant that those farmers were to get 19 acres of land and that he was in a position to bring about the transaction. The informant thereafter met the persons who were to get that alternate land. They were Ramchandra Kadam, Pandurang Kadam and others. After negotiations, it was decided that the informant would purchase their land at the rate of Rs.25 lakhs per acre and the entire consideration was fixed for Rs.75 lakhs. The said land was of project affected farmers. The Applicant had taken responsibility to enter the informant's name in the revenue record after the lands were allotted in the name of those farmers. On 08/09/2021 an MOU was executed. The informant had paid Rs.20 lakhs to those farmers. The balance amount of Rs.10 lakhs was to be paid after the sanction was obtained from the government and the balance amount of Rs.45 lakhs was to be paid at the time of sale deed. In that transaction the informant was appointed as the power of attorney of those farmers. The Applicant has given assurance that the transaction

would be completed. Subsequently, those farmers were avoiding to complete the transaction. The informant came to know that those farmers had earlier entered into a transaction with one Sanjay Bhalerao in respect of the same property and they had accepted Rs.7,50,000/- from him in the year 2017. It is further alleged that instead of completing transaction between the informant and the farmers, the farmers entered into a separate agreement for sale on 18/07/2022 with the Applicant himself and one Mangesh Mhatre. The Applicant paid Rs.50 lakhs for purchasing that land. Thus, the informant was cheated. On this basis, the FIR is lodged.

4. Learned counsel for the Applicant submitted that he is not concerned with the farmers' transaction with Sanjay Bhalerao which has allegedly taken place in the year 2017. He submitted that he had not paid Rs.50 lakhs to the farmers. The said agreement for sale was executed on 18/07/2022 only to satisfy the farmers that their lands and the transaction with the informant was safe. In fact, the farmers had not sold their lands

to the present Applicant. He further submitted that the farmers executed power of attorney in favour of the informant who was supposed to complete the documentation and make necessary application for seeking permission and getting the lands allotted to those farmers. According to Mr. Bhadbhade, the informant himself has not taken any steps towards fulfilling his responsibility and therefore till today the lands are not even allotted in the names of the farmers. Only because of that, the further steps in the transaction could not be taken. For that purpose, the Applicant cannot be held responsible. He submitted that at the highest it can be a civil dispute and there was no criminal intention or criminal conduct on the part of the Applicant.

5. Learned counsel for the informant submitted that the very fact that the Applicant had entered into separate transaction with the same farmers in the year 2022 inspite of knowing the farmers' transaction with the informant, shows that the Applicant had criminal intention to cheat the informant. The

farmers were hand in gloves with the Applicant and they had together caused financial loss to the informant. This amounts to criminal misappropriation on their part.

6. Learned APP submitted that the investigation has revealed that the Applicant has not paid Rs.50 lakhs in respect of the agreement for sale dated 18/07/2022.

7. I have considered these submissions. As submitted by learned counsel for the Applicant I have perused power of attorney executed by the farmers in favour of the informant. In that document the onus was put on the informant to do certain acts including submitting application for taking extracts of revenue record, making application for measurement of land, making payment of the Nazrana, getting the maps prepared, making appropriate application before Taluka Inspector of Land Records etc. There is nothing to show that the informant had taken any steps towards fulfilling this responsibility. The lands are not yet allotted by the government to the farmers and therefore the next steps in the transaction cannot be taken.

8. As submitted by learned APP, it is also an undisputed fact that the Applicant has not paid any amount to the farmers and therefore the submission of Mr. Bhadbhade that the agreement for sale dated 18/07/2022 was entered only to the satisfaction of the farmers so that the lands would not be sold further, will have to be accepted at this stage. In any case, if there is any breach of the terms of the agreement/contract between the informant and the farmers, it may give rise to cause of civil action. At this stage, it is difficult to observe that any criminal offence is committed by the present Applicant. In this view of the matter, the Applicant's custodial interrogation will not be justified. He can be protected u/s 438 of Cr.P.C. He will have to cooperate with the investigation.

9. Hence, the following order :

ORDER

- (i) In the event of his arrest in connection with C.R.No.184/2023, dated 08/12/2023, registered

with Roha Police Station, Raigad, the Applicant is directed to be released on bail on his furnishing PR bond in the sum of Rs.30,000/- (Rupees Thirty Thousand Only) with one or two sureties in the like amount.

- (ii) The Applicant shall attend the concerned Police Station from 04/03/2024 to 07/03/2024 between 01.00 p.m. to 05.00 p.m. and thereafter as and when called and shall cooperate with the investigation.
- (iii) The application stands disposed of accordingly.

(SARANG V. KOTWAL, J.)