

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

**ANTICIPATORY BAIL APPLICATION NO. 268 OF 2024**

Obaid Shaikh Shaukat

..Applicant

Versus

The State of Maharashtra

..Respondent

Mr. Vishal Kolekar a/w. Harasharaj Jagtap a/w. Alfiya Shaikh for Applicant.

Smt. M. H. Mhatre, APP for State/Respondent.

**CORAM : SARANG V. KOTWAL, J.**

**DATE : 31 JANUARY 2024**

**P.C. :**

1. The Applicant is seeking anticipatory bail in connection with C.R.No. 488 of 2023, registered at Antop Hill Police Station, Mumbai, on 12.12.2023, under sections 406, 420, 465, 467, 468, 471, 506 r/w. 34 of the Indian Penal Code.

2. Heard Mr. Vishal Kolekar, learned counsel for the applicant and Smt. Mhatre, learned APP for the State.

3. The F.I.R. is lodged by one Smt. Khurshid Bano Shaikh. She has stated that the applicant was her distant relative. In August 2018, the applicant, his wife and one Mohammad Yasin

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Shaikh and his wife came to her shop and informed her that they were aware of a project of Rehab Developers where the flats were offered at lesser price. They told the informant that the flats and the shops were priced at Rs.60 lakhs, but they could get the premises for Rs.40 lakhs. At their insistence, the informant agreed to purchase a room and shop for Rs.40 lakhs. Out of which, the informant paid Rs.14 lakhs to Yasin and the present applicant. Out of which, Rs.6,50,000/- were paid in cash. The other amount of Rs.7,50,000/- was paid through cheque. After that the informant did not get the premises. Some documents and the agreements given by the applicant and Yasin were found to be forged. The informant's money was not refunded. She was not given the premises and, therefore, the F.I.R. was lodged.

4. Learned counsel for the applicant submitted that the rooms were to be given by one Bharat Patel. In fact, the applicant himself and other family members have entered into agreements for sale with the said Bharat Patel. Even the applicant and his family members are duped by Bharat Patel and they have lost their amount. He relied on the agreement entered into by the applicant

and his family members with said Bharat Patel. He submitted that the present informant has also entered into agreement for sale with Bharat Patel on 26.07.2018. This fact is not mentioned by the informant in the F.I.R. He submitted that the applicant himself has not received any amount paid by the informant. He is also one of the victims at the hands of Bharat Patel.

5. Learned APP, on instructions, submitted that the investigation has revealed that the applicant has not received any money from the first informant and his claim about being a victim is also found to be true after the investigation.

6. I have considered these submissions. In view of the stand taken by the learned APP, the submission of learned counsel for the applicant that the applicant is also one of the victims will have to be accepted. There is nothing to show that the applicant himself has received any part of the amount paid by the first informant. There are agreements executed by the informant and his family members with Bharat Patel. Thus, it appears that the applicant himself had believed the representation made by Bharat

Patel and had only suggested that house scheme to the informant. Beyond that, there does not appear to be any active involvement of the present applicant. In this view of the matter, custodial interrogation would be unfair to him. He can be protected U/s.438 of the Cr.p.c.

7. Hence, the following order :

**ORDER**

- i) In the event of his arrest in connection with C.R.No. 488 of 2023, registered at Antop Hill 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.)**