

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

ANTICIPATORY BAIL APPLICATION NO. 279 OF 2024

Ramesh Ramdular Yadav	..Applicant
Versus	
The State of Maharashtra	..Respondent

**WITH
INTERIM APPLICATION NO. 564 OF 2024**

Vaibhav Krishna Patil	..Intervenor
-----------------------	--------------

In the matter between:

Ramesh Ramdular Yadav	..Applicant
Versus	
The State of Maharashtra	..Respondent

Mr. Kuldeeep S. Patil i/b. Saili N. Dhuru for Applicant.
Ms. Mahalakshmi Ganapathy, APP for State/Respondent.
Mr. Kanhaiya S. Yadav for Intervenor.

**CORAM : SARANG V. KOTWAL, J.
DATE : 9 FEBRUARY 2024**

P.C. :

1. The Applicant is seeking anticipatory bail in connection with C.R.No.327 of 2023 registered at New Panvel Police Station, Navi Mumbai, on 22.12.2.2023, under section 420 of the Indian Penal Code.

2. Heard Mr. Kuldeep Patil, learned counsel for the applicant, Ms. Mahalakshmi Ganapathy, learned APP for the State and Mr. Kanhaiya Yadav, learned counsel for the Intervenor.

3. The F.I.R. is lodged by one Vaibhav Patil. He has stated that he and his family has a jointly owned land at Survey No.45/5/B, admeasuring 15 R. They wanted to sell that land through a property agent. They met the present applicant. He showed his interest in purchasing that land. It was agreed that the land would be sold by the informant's family for Rs.36,83,000/-. One power of attorney in favour of the applicant was executed on 16.08.2017. It was registered. The F.I.R. mentions that, out of the said purchase amount, the applicant had paid only Rs.10,16,500/-. The applicant had not paid Rs.26,66,500/- and thus he has committed the offence.

4. Learned counsel for the applicant submitted that the allegations are not true. He invited my attention to the registered agreement for sale dated 16.08.2017. The said agreement for sale contains the receipt. A copy is at page 95 of the present application. The

receipt shows the payment of Rs.22 lakhs between the period from 10.04.2017 to 20.07.2017 i.e. even prior to execution of the said agreement for sale. He, therefore, submitted that, out of the amount of Rs.26,66,500/-, Rs.22 lakhs were already received by the informant's family even prior to the execution of the agreement for sale. Therefore, the balance amount is Rs.4,66,500/- only. Therefore, at the highest, it can be a civil dispute. There cannot be any criminal intention involved in this case at all. Learned counsel also relied on the certain vouchers which bear signatures of the family members of the informant.

5. Learned counsel for the informant submitted that, the signatures on those cash vouchers are disputed. The applicant had given certain cheques which were dishonoured. This shows that the applicant had not made payment of that particular amount which was the subject matter of the cheques. Learned counsel for the informant, therefore, submitted that the applicant has committed the offence and, therefore, he may not be protected.

6. Learned APP supported these contentions. According

to her, there are statements of witnesses who denied the execution of those cash vouchers.

7. I have considered these submissions. At this stage, I find force in the submissions of the learned counsel for the applicant that the agreement for sale itself contains recital-receipt that the informant's family had received an amount of Rs.22 lakhs in cash even prior to the execution of the agreement for sale. In this view of the matter, the applicant has substantially paid the agreed amount. For the balance amount, the informant's family has not taken any steps whatsoever. No notice is issued to the applicant. No civil proceedings are initiated. In the background of these facts, the applicants can be protected U/s.438 of the Cr.p.c. It is made clear that, all these observations are made only for the decision of this anticipatory bail application.

8. Hence, the following order :

ORDER

- i) In the event of his arrest in connection with C.R.No.327 of 2023 registered at New Panvel

Police Station, Navi 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 Applicant shall co-operate with the investigation.
- iii) The Application is disposed of.
- iv) With disposal of this anticipatory bail application, the interim application is also disposed of.

(SARANG V. KOTWAL, J.)