IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 278 OF 2024

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

WITH
INTERIM APPLICATION NO. 565 OF 2024

Bholanath Narayan Tavri ..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.299 of 2023 registered at New Panvel Police Station, Navi Mumbai, on 04.12.2023, under section 420 of the Indian Penal Code.

2. Heard Mr. Kuldeeep 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 Bholanath Tavri. He has stated that, his father Narayan Tavri had a land at village Sai, Taluka Panvel, at Survey No.67/5, admeasuring 53 R. The informant's father wanted to sell that land in the year 2017. One Prafulla Mhatre who was a property agent, approached him and told him that he had a prospective purchaser i.e. the present applicant who was interested in purchasing that land. Therefore, the meeting took place and it was agreed that the applicant would purchase that land for Rs.79,50,000/-. On 05.08.2023, an agreement for sale was executed and registered. In that agreement, the price of the land was fixed for Rs.25 lakhs. The informant's case is that, out of that Rs.25 lakhs, only Rs.21 lakhs were received and the cash amount of Rs.4 lakhs was not received. After the agreement was executed, another document in the nature of power of attorney in favour of the applicant was executed by the informant's father. Based on that power of attorney, the sale

deed was executed on 22.01.2019 and it was registered. The case of the informant is that, though, the price was fixed at Rs.79,50,000/-, only Rs.21,00,000/- were paid and the balance amount i.e. Rs.58,50,000/- were not paid and wrongful loss was caused to the informant and his father. On this basis the F.I.R. was lodged.

4. Learned counsel for the applicant submitted that the F.I.R. itself mentions that the informant's father had received Rs.21 lakhs and the dispute was only for Rs.4 lakhs which was to be paid in cash. He submitted that, as per the terms of the agreement for sale, the entire amount of Rs.25 lakhs was paid. He invited my attention to the registered agreement for sale and, in particular, the receipt mentioned in that agreement itself; which shows that Rs.4 lakhs by way of cash were paid at the time of execution of the agreement for sale itself. Apart from that, there is no dispute that Rs.21 lakhs were paid by the bank transactions and cheque. He submitted that the allegation of the price having been fixed at Rs.79,50,000/- is without basis and, therefore, the applicant has not committed any offence.

5. Learned counsel for the first informant submitted that the price was actually fixed at Rs.79,50,000/-. The applicant had given some cheques to make up that amount. The informant has photocopies of those cheques, however, those cheques were taken back by the applicant. But the conduct shows that the price was fixed at that amount and not for Rs.25 lakhs only.

6. Learned APP supported the allegations in the F.I.R., but beyond that, she could not point out any other material against the present applicant.

7. I have considered these submissions. The allegations that the purchase price was fixed at Rs.79,50,000/- is not supported by any other material except the photocopies of some cheques. The cheques were returned by the informant to the applicant without any writing having been executed. Therefore, at this stage, the allegations against the applicant to that extent are quite vague and not supported. The agreement for sale clearly mentions that the purchase price was Rs.25 lakhs and the applicant has demonstrated that the entire amount of Rs.25 lakhs

including the cash component of Rs.4 lakhs was paid. I find force in the submission of learned counsel for the applicant that, no offence is made out against the applicant. In this view of the matter, the applicant 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.299 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.)