

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

ANTICIPATORY BAIL APPLICATION NO. 397 OF 2024

Vishal Prakash Bagad	..Applicant
Versus	
The State of Maharashtra	..Respondent

Mr. Angad Singh Gill a/w. Pranali Moon for Applicant.
Ms. Mahalakshmi Ganapathy, APP for State/Respondent.

CORAM :- SARANG V. KOTWAL, J.
DATE :- 29 FEBRUARY 2024

P.C. :-

1. The Applicant is seeking anticipatory bail in connection with C.R.No.1052 of 2023 registered at Pimpri Police Station, District Pimpri Chinchwad, on 21.10.2023, under Sections 406 and 420 of the Indian Penal Code.

2. Heard Mr. Angad Gill, learned counsel for the applicant and Ms. Mahalakshmi Ganapathy, learned APP for the State.

3. The F.I.R. is lodged by one Abhimanyu Chaudhari. He has stated that, he wanted to purchase a plot for constructing a bungalow. The informant came across an advertisement of a

project by the name Pinnacle Park, Kusgaon, Kamshet, District Pune. The informant made a phone call as per that advertisement and contacted the present applicant; who in turn, called the informant to his office. The informant went to the applicant's office at Morwadi. The applicant showed him a project brochure, map of the plots and other documents showing his agreement with the original land owners and the 7/12 extract. After some days, the applicant took the informant to the actual spot and showed the work of plotting. At that time, the work of leveling, plotting, putting compound, roads etc. was going on. The applicant assured the informant that, their transaction could be legally completed. Therefore, the informant decided to purchase the plots. As per their negotiations, the informant decided to purchase the Plot Nos.38, 39, 40 and 41 in Gat No.285, admeasuring total 4000 sq.ft. The informant paid in all Rs.4,48,000/- through his bank account.

4. In September 2023, when the informant went to the spot, he observed that the entire work was left incomplete. There was nobody at the spot. He made phone call to the applicant. He

did not respond. The informant went to the applicant's office at Morwadi. It was closed. He was told by the neighbouring shop owners that the applicant had closed the office a few days before and he had left the office. The informant tried to contact the applicant. He made many phone calls, but the applicant did not respond. The informant then went to the original land owners Eknath Potephode. He told the informant that, they had no connection anymore with the applicant and that the informant should take back his money from the applicant. The informant realized that, he was cheated and had lost Rs.4,48,000/-. On this basis, the F.I.R. was lodged.

5. Learned counsel for the applicant submitted that the applicant had entered into a contract with the original land owners Eknath Potephode and Sandeep Pawar for development of the property. That agreement was entered into on 13.06.2022. The applicant had paid Rs.10 lakhs to the original land owners. Subsequently, the transaction was not completed. The applicant had spent more money on completing the initial work of leveling the ground etc. In the process, he had incurred expenses.

Therefore, the applicant himself had lost the money. Since the original land owners did not transfer the land in his name, he could not complete the further transactions with the informant and others. He submitted that the entire fault was that of the original land owners. He submitted that the informant used to visit the spot regularly and after being satisfied about the genuineness of the project then only the informant had invested in those plots. There was no dishonest intention on the part of the applicant. At the highest, it could be a civil dispute. The applicant's custodial interrogation is not necessary. The evidence consists of documentary evidence which is already available with the investigating agency.

6. Learned APP, on instructions of the investigating officer, submitted that, there were 16 such victims and all of them together had paid Rs.37,11,000/- to the applicant who has misappropriated that amount. Learned APP produced the investigation papers before me. She submitted that the applicant never had marketable title and, therefore, he could not have sold these plots to these victims.

7. I have considered these submissions. I have perused the MoU between the applicant and the original land owners. In that MoU, it is clearly mentioned that the applicant had paid Rs.10 lakhs, but he had to pay Rs.40 lakhs in the first week of July 2022 to the land owners. There is nothing to show that the applicant had complied with this condition. The MoU executed with the informant mentions that, it was executed on 30.06.2023. There is a clear averment in that MoU that the said property was owned by the applicant and he had full authority to sell that property. There was no other encumbrance on that property. It was specifically further mentioned that, there was nobody's right in that property except the present applicant. These averments are obviously false and misleading. The title had not been transferred to the applicant. This fact is suppressed from the informant. There were 16 victims in the entire offence, as mentioned by the learned APP. The applicant's conduct speaks for itself. He had not even bothered to inform the informant as to why the work was not progressing or that there was some dispute between himself and the land owners. He just disappeared from the scene. In spite of constant efforts by

the informant to contact him, he was unreachable. All this shows that the applicant had acted with dishonest intention right from the inception till the F.I.R. was lodged. Therefore, it is not a question of only documentary evidence. Many victims have suffered at his hand. The offence is serious. The money trail has to be traced. The applicant's custodial interrogation, therefore, is necessary. In this view of the matter, there is no merit in this application.

8. The Application is rejected.

(SARANG V. KOTWAL, J.)