

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

ANTICIPATORY BAIL APPLICATION NO. 447 OF 2024

Vishwas Pandurang Shinde & Anr. ..Applicant
Versus
State of Maharashtra & Anr. ..Respondents

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Mr. Aniket Nikam a/w. Amit Icham a/w. Satyajeet Mane a/w.
Dushyant Digambar for Applicants.
Mr. Pankaj Deokar, APP for State/Respondent.

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**CORAM : SARANG V. KOTWAL, J.
DATE : 15 FEBRUARY 2024**

P.C. :

1. The Applicant is seeking anticipatory bail in connection with C.R.No. 18 of 2024 registered at Amboli Police Station, Mumbai, on 06.01.2024, under section 452 r/w. 34 of the Indian Penal Code.

2. Heard Mr. Aniket Nikam, learned counsel for the applicant and Mr. Pankaj Deokar, learned APP for the State.

3. A complete statement of the F.I.R. is not annexed to this application. However, the learned APP produced the complete statement. Therefore, I have heard both the parties based on that

F.I.R.

4. Learned counsel for the applicant submitted that the subject matter of this offence is a garage which was owned by the applicants' family. The informant was occupying it unauthorizedly even after expiry of the leave and licence agreement and, therefore, to pressurize the applicants, this false F.I.R. is filed. He submitted that the applicants have not committed any offence. In any case, their custodial interrogation is not necessary.

5. Learned APP submitted that, besides the allegations in the F.I.R. there is no other material against the present applicants. There is a statement of one Nikhil which supports the statement in the F.I.R.

6. I have considered these submissions and the F.I.R. The informant Pradip Sharma has stated that he had taken that particular place from the applicant Vishwas Shinde. He had spent some amount to repair that place and he was conducting his own garage. In 2023, the agreement was over and he requested the owner i.e. the applicant No.1 to renew the agreement. At that

time, the applicant No.1 asked for higher rent. The informant refused to pay higher rent and, therefore, the applicant No.1 asked him to vacate that place. The informant demanded his money which he had spent for the repairs. Initially, the applicants showed their willingness, but they refused to pay that amount and did not renew the agreement.

7. On 03.01.2024 the informant was called telephonically by his employee. He told the informant that the applicants had broken the lock and had removed the articles from that garage. On this basis the F.I.R. is lodged.

8. Learned counsel for the applicant has referred to leave and licence agreement which was for the period 20.11.2020 up to 19.08.2023. Thus, it is more than clear that the leave and licence agreement was over and the informant was unauthorisedly occupying the garage. He had even refused to renew the agreement at the higher rent. It appears that the informant himself was taking advantage of the situation. Therefore, there is a strong possibility that the present F.I.R. is lodged to pressurise the

applicants. In any case, there are no allegations that the applicants had taken away any articles. The F.I.R. itself mentions that the articles from the garage were put on the footpath when the informant reached there. Considering the over all circumstances, the applicants' custodial interrogation would not be justified. They can be protected U/s.438 of the Cr.p.c.

9. Hence, the following order :

ORDER

- i) In the event of their arrest in connection with C.R.No. 18 of 2024 registered at Amboli Police Station, Mumbai, the applicants are directed to be released on bail on their executing P. R. bonds in the sum of Rs.30,000/- each (Rupees Thirty Thousand each Only) with one or two sureties each in the like amount.
- ii) The Application is disposed of.

(SARANG V. KOTWAL, J.)