

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

ANTICIPATORY BAIL APPLICATION NO.556 OF 2022

Manoj Madanlal Chhajer Applicant

versus

State of Maharashtra & Anr. Respondents

**WITH
ANTICIPATORY BAIL APPLICATION NO.557 OF 2022**

Mukesh Madanlal Chhajer Applicant

versus

State of Maharashtra & Anr. Respondents

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- Mr. Niranjan Mundargi i/b. Pankaj J. Das, Advocate for Applicants in both ABAs.
- Ms. Mahalakshmi Ganapathy, APP for the State/Respondent.
- Mr. Raja Thakare, Senior Advocate i/b. Shailesh Kharat, Advocate for Respondent No.2 in both ABAs.

**CORAM : SARANG V. KOTWAL, J.
DATE : 07th FEBRUARY, 2024**

P.C. :

1. Both these matters are decided by this common order because they arise out of the same registered FIR.

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2. The Applicants are seeking anticipatory bail in connection with C.R.No.53/2021, dated 28/02/2021, registered with Paud Police Station, Pune Rural, under sections 341, 420, 504, 506 r/w 34 of the Indian Penal Code and under section 3 of the Maharashtra Protection of Interest of Depositors (In Financial Establishments) Act, 1999.
3. Heard Mr. Niranjana Mundargi, learned counsel for the Applicant, Mr. Raja Thakare, learned Senior counsel for the Respondent No.2 and Ms. Mahalakshmi Ganapathy, learned APP for the State.
4. The FIR is lodged by one Shweta Modi. She has stated that in 2018, both these Applicants met her and her husband, and told them that the Applicant Manoj Chhajed had land bearing No.435/8 at village Male, Taluka Mulshi, District Pune, admeasuring 17 H 47 R. He requested them to invest in his Serrano Parks, which was a development project. It is the informant's case that the Applicants insisted that the informant

and her husband should invest in that project. It is her case that both the Applicants represented to the informant that the Applicants would build concrete roads, concrete drainage systems, water pipes, electricity connection etc. The Applicants told the informant that, within a couple of years, the price of the land would escalate three times. The informant and her husband fell prey to this inducement and purchased 7 plots. Out of them, 5 plots were purchased in the name of the husband of the informant and 2 plots were purchased in the name of the informant. Each plot was admeasuring 40 R. The sale deeds were executed and registered. In all, the informant and her husband paid Rs.1,85,00,000/-. It is mentioned in the FIR that, by the ready reckoner, value of those plots was quite less. The Applicants had promised to provide all these costly amenities and therefore the plots were purchased at the higher price. The FIR further goes on to mention that all these promised amenities were not provided and therefore it was not possible for the informant and her husband to build farm house on these plots. It is alleged that, similar to the informant, there were 31 other

persons who were similarly induced and had suffered at the hands of the Applicants. It is alleged that the informant's representatives are prevented from accessing their plots. On these allegations, the FIR is lodged.

5. Learned counsel for the Applicants stated that the allegations that there are 31 other people who are similarly unsatisfied, is not true. The informant and her husband are the only persons who have raised this dispute. He invited my attention to the sale deeds wherein it is clearly mentioned that all the amenities in the sale deeds were provided. He submitted that possession of the plots is with the informant, which is also evident from the photographs annexed to the affidavit. He submitted that, at the highest, it can be a civil dispute. By no stretch of imagination can it be termed as any criminal offence. He submitted that it is undisputed that pursuant to the sale deeds, plots were transferred in the name of the informant and her husband. Even the revenue record entries are made to that effect. Therefore, there cannot be any cheating or misappropriation on the part of the Applicants.

6. Learned Senior Counsel appearing for the informant submitted that the Applicants had made claims about providing all these costly amenities; but none of these amenities is provided. Even access road was not provided and therefore the Applicants are unable to even step into their plots. He submitted that the other persons are under the influence of the Applicants and therefore they are not willing to come forward to make any complaint against them.
7. Learned APP submitted that the police have recorded statements of other plot owners, but nobody has made any complaint against the Applicants.
8. I have considered these submissions. I have perused the sale deeds and I have perused the photographs annexed to the affidavit filed by the Applicants. From the tenor of the sale deeds, it is quite clear that the informant had signed the sale deeds wherein there are clear averments that the Applicants were to provide standard, concrete or equivalent road, domestic

water facility, electricity connection. If there is any breach of terms of these contracts, it is always open for the informant to approach the Civil Court for the appropriate remedy. At the highest, it would be the breach of contract or perhaps cause for claiming damages. But it cannot be said that the Applicants have committed any offence or that they had induced the informant and her husband in entering into these transactions on some fancy claims. There is no dispute about receiving money by the Applicants. The only dispute raised was regarding possession of the plots. However, the photographs annexed to the additional affidavit show that there was a board put up in the plot, wherein it was mentioned that the property was in possession of the informant. There are revenue entries which also show that the plots were transferred in their name. It cannot be said that the Applicants have created any impediments in transferring the plots in the names of the informant and her husband. In this view of the matter, custodial interrogation of the Applicants is not necessary. They can be protected u/s 438 of Cr.P.C.

9. Hence, the following order :

ORDER

- (i) In the event of their arrest in connection with C.R.No.53/2021, dated 28/02/2021, registered with Paud Police Station, Pune Rural, the Applicants are directed to be released on bail on their furnishing PR bond in the sum of Rs.30,000/- (Rupees Thirty Thousand Only) each, with one or two sureties each, in the like amount.
- (ii) The Applicants shall attend the concerned Police Station as and when called and shall cooperate with the investigation.
- (iii) The applications stand disposed of accordingly.

(SARANG V. KOTWAL, J.)