

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

ANTICIPATORY BAIL APPLICATION NO.574 OF 2022

Prashant Vilas Gote	Applicant
Versus	
The State of Maharashtra	 Respondent

Mr. Kuldeep S. Patil, Advocate i/b. Prashant S. Hagare for the Applicant.

Ms. Sharmila S. Kaushik, APP for the Respondent-State.

CORAM : SARANG V. KOTWAL, J.

DATE : 16th JANUARY, 2024

P.C. :

1. The Applicant is seeking anticipatory bail in connection with C.R. No.36/2022 registered at Loni Kalbhor police station, District-Pune on 29.1.2022 under Sections 384, 385, 386, 387, 306, 365, 511, 506 read with 34 of IPC and under Sections 39, 42, 45 of the Maharashtra Money Lending Act.

2. Heard Mr. Kuldeep Patil, learned counsel for the Applicant and Ms. Sharmila Kaushik, learned APP for the Respondent-State.

3. The FIR is lodged by one Vikas Katake. He has stated that the present Applicant was his friend. The informant had purchased a land at Gat No.230 at village Shindawane. He wanted to develop that land but he did not have sufficient finance. He was looking for financial help. The Applicant told him that one Swapnil and his father were giving finances on interest. The Applicant took him to Swapnil Kanchan. The FIR mentions that Swapnil gave loan of Rs.4 Lakhs to the informant in August, 2017. The documents regarding that loan were executed in an Advocate's office in the presence of Advocate Vanarase. In the document it was mentioned that the loan was given without interest to help the family members of the first informant. The informant was given Rs.4 Lakhs in cash. Two cheques were taken as security. The informant paid interest @ 20,000/- per month for two months. But, thereafter he could not make the payment. On 11.1.2018, the informant went to Swapnil's office. The informant was given additional Rs.3 Lakhs as loan and was asked to pay the

interest and return the Principal amount of Rs.7 Lakhs. After that the informant was paying Rs.35,000/- per month to Swapnil. Till January, 2019 he had paid Rs.4,60,000/-. To make the arrangement of money the informant had sold two gunthas of land at village Shindawane. In March, 2019 the informant told Swapnil that it was not possible for him to pay the interest immediately and within a few months he would return the principal amount. Swapnil did not accept that proposal. He threatened that the informant had to pay past interest and future interest and if it was not possible he had to transfer the land in Swapnil's name.

4. It is further mentioned in the FIR that the Applicant used to visit the informant's house demanding the money. On 20.7.2019, the Applicant took the informant to Swapnil's house forcibly in his car. In his office, Swapnil told the informant to transfer the land at Gat No.230 in Shindawane village admeasuring 18 gunthas in the name of the present Applicant. The informant was threatened. He was forced to sit in the same car. He was taken to the Sub-

Registrar's office at Loni Kalbhor and under threats the land was transferred by the informant in favour of the Applicant. The FIR specifically mentions that the Applicant has not paid any amount as consideration for this transfer. The informant was threatened and, therefore, he did not tell this fact to anybody. After ten to fifteen days again the Applicant came to his house and told him to meet Swapnil. Again on this occasion, the informant was forcibly taken to Talathi office for entering the Applicant's name in the rights of that particular land. After a few months, Swapnil demanded Rs.41 Lakhs from the informant. Getting harassed, the informant consumed poison, but, he was treated in a hospital. Ultimately left with no option, the informant lodged this FIR.

5. Learned counsel for the Applicant submitted that the Applicant and the informant were in the development business together. He relied on one transaction in respect of the land at Gat No.142 in the same village Shindawane which was purchased by the Applicant and the informant together and it was sold by them together. He, therefore,

submitted that this was an important aspect which the informant has suppressed in his FIR. He submitted that the land was transferred in the Applicant's name and the consideration was adjusted in respect of their earlier transactions.

6. Learned APP opposed these submissions. She relied on the allegations made in the FIR. She emphasized the fact that no consideration was paid for transferring the land in the name of the present Applicant.

7. I have considered these submissions. The FIR clearly describes the plight of the first informant. He was harassed by the Applicant and Swapnil. An exorbitant interest was charged and he was left with no option but to comply with the illegal demand and exorbitant payment was made to Swapnil. The significant feature of the FIR is that the land bearing Gat No.230 admeasuring 18 Gunthas belonging to the informant was transferred in the name of the present Applicant. There is nothing to show that any consideration was paid by the present Applicant to the

informant. This clearly supports the prosecution case and the informant's case that he was forced to enter into the transaction and he was forced to transfer that land in favour of the Applicant.

8. Learned counsel for the Applicant could not point out the specific entries or any documents showing that for transfer of that land particular consideration was paid by the Applicant to the first informant. Therefore, this fact itself support's the informant's case. In this view of the matter, considering the gravity of the offence and the manner in which the informant was harassed to the point that he had to consume poison, the matter assumes more seriousness. The custodial interrogation of the Applicant is necessary. No case for grant of anticipatory bail is made out. The Application is rejected.

(SARANG V. KOTWAL, J.)

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