IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.669 OF 2024

Suhas Vishnu Patil .... Applicant

versus

State of Maharashtra .... Respondent

…….

- Mr. Omkar P. Mulekar, Advocate for Applicant.
- Mr. Avinash A. Naik, APP for the State/Respondent.
- Mr. Advait U. Shukla, Advocate for the First Informant.

CORAM : SARANG V. KOTWAL, J.
DATE : 08th MARCH, 2024

P.C. :

1. The Applicant is seeking anticipatory bail in connection with C.R.No.154/2023, dated 22/04/2023, registered with Wada Police Station, Palghar, under sections 406, 420, 467, 468, 469, 470, 471 r/w 34 of the Indian Penal Code.

2. Heard Mr. Omkar P. Mulekar, learned counsel for the Applicant, Mr. Advait U. Shukla, learned counsel for the First Informant and Mr. Avinash A. Naik, learned APP for the State.

3. The FIR is lodged by one Mohini @ Sangita Patil. She has stated that her grandfather was Narayan Ram Patil. He had a land at village Kharivali Kohoj, Taluka Wada, District Palghar, bearing survey No.244/1, admeasuring 1 H 54 R. It was an ancestral property and was in possession of the informant. She has stated that her grandfather Narayan had taken that land on 19/02/1962 from Hajimiya Shaikh Mahammad u/s 32(g) of Maharashtra Tenancy and Agricultural lands (hereinafter referred to as the said Act).

4. According to her, the necessary payment in that behalf was made by Dattatray Patil i.e. Narayan's son. Dattatray passed away on 09/11/2002. After that, the informant did not take immediate steps to get her name entered in the revenue record. Narayan had passed away on 07/09/1969. The accused No.1 Narayan Ramchandra Patil was having a similar name who was resident of the same village. He took advantage of the said fact. He colluded with the other accused and sold that land to another accused Malay Mehta vide the sale deed bearing No.983/2022 registered on 24/06/2022. According to the first

informant, the present Applicant was also a part of this fraud. According to her, on the date of execution and registration of the sale deed, her grandfather Narayan was already dead. The date of birth of the accused No.1 Narayan Patil was 01/01/1959 and therefore, the averments in the sale deed that the said land was purchased by Narayan from the original owner on 07/05/1960 cannot be correct on the face of it because at that time, the accused No.1 Narayan would only be one year old. On this basis, the FIR is lodged.

5. Learned counsel for the Applicant submitted that he had not purchased that land from Narayan. The land was purchased by the other accused Malay Mehta. The Applicant was merely a broker. Everybody in the village was under the impression that the said land was belonging to the accused No.1 Narayan. He was cultivating a piece of land in that village itself and therefore everybody genuinely believed that the land was belonging to him. If has further transpired that the accused No.2 cultivated some other land and it was not bearing the survey No.244/1. The accused No.1 Narayan obtained loan from a bank

on the piece of land, which he was cultivating, but was not standing in his name. He therefore submitted that the Applicant has not committed any offence. He was merely a broker. There was a 7/12 extract in the name of Narayan. He was not aware of the informant's grandfather and any other person connected with that land and therefore, he is innocent. He further submitted that he is not a beneficiary under this transaction. He had entered into a separate transaction with Malay for consideration and the Applicant was entrusted with the work of levelling the land and other work. Apart from that, he has no connection with the transaction.

6. Learned APP opposed these submissions and produced the investigation papers before me. He submitted that the allegations against the Applicant are mentioned in the FIR. His role is not restricted to the allegations in the FIR. The investigation has revealed his wider role in the entire transaction. He is involved in various stages where some steps are taken by him which by themselves amount to serious offences. He submitted that he had independently executed an

agreement with the accused No.1 Narayan. He had executed another agreement with the aforementioned purchaser accused Malay. The investigation has revealed that when the police officers went in search of him, he ran away and different backdated stamp papers were found in his car. They were seized. The Applicant himself has made various applications before the authorities to obtain the necessary orders under the said Act. The investigation has revealed that those applications are not signed by the accused No.1 Narayan, but those applications were tendered at the instance of the present Applicant by forging his signatures.

7. I have considered these submissions and I have perused the documents produced by the investigating agency. As mentioned by the learned APP, there is a separate agreement executed between the accused No.1 Narayan as the seller and the present Applicant as the purchaser in respect of the same land bearing No.244/1 at the said village. A copy of this agreement was recovered during investigation. The first page of that agreement shows the stamp paper and the date of

agreement is mentioned as 10/05/2022. Shortly thereafter, the sale deed was executed and registered on 24/06/2022 whereby the accused No.1 Narayan sold the same land to Malay. It is important to note that on that very date another agreement was executed i.e. on 24/06/2022 between the Applicant and Malay in which it was mentioned that the Applicant had received Rs.60 lakhs from Malay and Rs.25 lakhs from the accused No.1 Narayan and thus he had received Rs.85 lakhs and that he was to get the remaining amount of Rs.89,75,000/-. He was to carry out certain jobs like levelling the land, shifting the high tension line, constructing RCC wall, carrying out measurement and installing the transformer. The said agreement is very peculiar. This does not explain as to why the amount which was taken by the accused Narayan Patil was given to the present Applicant. Therefore, the Applicant really is not merely a broker, but he had taken the money in the name of Narayan for himself. Apart from that, the investigation has revealed that the applications were made in January 2022 under the said Act for getting various permissions to make payment of the necessary charges. There are two such documents in the nature of the applications dated

09/06/2022 and 24/05/2022 in respect of the said property. Both these documents bear Narayan's signatures and both these signatures are forged according to the investigating agency.

8. The agreement between the Applicant and Narayan is not referred to any subsequent agreements. Thus, from the overall investigation carried out; as of today, it shows deep involvement of the present Applicant, which requires custodial interrogation of the Applicant. Therefore, the Applicant cannot be protected u/s 438 of Cr.P.C. The application is rejected.

(SARANG V. KOTWAL, J.)