

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

ANTICIPATORY BAIL APPLICATION NO.779 OF 2024

Sameer Ramchandra Raut Applicant
Versus
The State of Maharashtra Respondent

Mr.Aniket Nikam, Advocate i/b. Inderpal B. Singh a/w.
Laxman Muppan for the Applicant.
Smt. M.H. Mhatre, APP for the Respondent-State.

CORAM : SARANG V. KOTWAL, J.

DATE : 20th MARCH, 2024

P.C. :

1. The Applicant is seeking anticipatory bail in connection with C.R.No.94/2024 registered at Samata Nagar Police Station, Mumbai on 9.2.2024 under sections 420, 465, 468, 471 read with 34 of IPC.

2. Heard Mr.Aniket Nikam, learned counsel for the Applicant and Smt. M.H. Mhatre, learned APP for the Respondent-State.

3. The FIR is lodged by one Seema Wairkar. She has stated that her family wanted to purchase a small flat. Her

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brother-in-law Umesh was having flat No.1309 in the Transit Camp, Morarji Mill, Ashok Nagar, Kandivali (E), Mumbai. The informant asked him whether any other flat was available. Umesh told her that one Santosh and Sneha Vernekar were the Estate Agents. After some time, Umesh told the informant that Flat No.1004 was available for sale. The informant's husband Dinesh and her brother-in-law Umesh went to see the room in June, 2019. At that time, Sneha had quoted the price at Rs.18 Lakhs. She insisted that the informant will have to pay Rs.5 Lakhs in advance to get the documents in respect of that flat. The informant's brother-in-law had transferred Rs.4,50,000/- in Sneha's bank account. On 26.4.2019, Sneha told the informant that the papers were received. Therefore, the informant, her husband and brother-in-law went to Sneha's room No.1004. One Santosh Patil was present there. There were documents in the form of agreement, which was already signed by Sneha. On 13.7.2021, Rs.7 Lakhs were paid to Sneha. The FIR mentions that different amounts were paid from time to time in cash and through on-line transfer. In all,

Rs.17 Lakhs were paid but subsequently the informant came to know that the room in the transit camp could not be sold. The informant realized that she was cheated and thereafter this FIR was lodged.

4. Learned counsel for the Applicant submitted that in the entire narration in the FIR there is no role attributed to the present Applicant. He was Sneha's husband. Only in the last paragraph of the FIR, there is some reference to his name. He submitted that the relations between Sneha and the Applicant are not good and, therefore, he is not aware of her financial transactions.

5. Learned APP produced the investigation papers before me which include the statements of the informant's husband Dinesh and her brother-in-law Umesh. Dinesh has stated that they had gone to see the flat. At that time, Sneha, Santosh and the Applicant were present. Beyond that, no particular role is attributed to the Applicant. Umesh's statement shows that when he and Dinesh had gone to that room, that time Sneha had introduced them to Santosh, but,

there is no reference to the Applicant. Both of them have stated that Sneha was making representation and she had accepted the money. From the material available at this stage, it is quite clear that the Applicant has hardly played any role in the entire transaction. The main allegations are against his wife Sneha, but, for that the Applicant cannot be denied the protection of order under Section 438 of Cr.PC.. Considering the vague and insufficient material against the Applicant, his custodial interrogation is not justified. He can be protected under section 438 of Cr.PC.. Hence, the following order :

ORDER

- (i) In the event of his arrest in connection with C.R.No.94/2024 registered at Samata Nagar Police Station, Mumbai, the Applicant is directed to be released on bail on his furnishing PR bond in the sum of Rs.30,000/- (Rupees Thirty Thousand Only) with one or two sureties in the like amount.
- (ii) The Applicant shall cooperate with the investigation.
- (iii) Anticipatory Bail Application stands disposed of accordingly.

(SARANG V. KOTWAL, J.)