

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

ANTICIPATORY BAIL APPLICATION NO.679 OF 2024

Rahul Shantaram Sawale Applicant

versus

State of Maharashtra Respondent

**WITH
INTERIM APPLICATION NO.1136 OF 2024
IN
ANTICIPATORY BAIL APPLICATION NO.679 OF 2024**

Chandan Kumar Bera Intervenor

IN THE MATTER BETWEEN :

Rahul Shantaram Sawale Applicant

versus

State of Maharashtra Respondent

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- Mr. Nitin Gaware Patil a/w Sham Badode a/w Shantanu Kolhe a/w Shubham Wadne i/b SBG Law, Advocate for Applicant.
- Mr. Avinash A. Naik, APP for the State/Respondent.
- Mr. Hrishikesh Mundargi a/w Bhakti Deshpande a/w Manoj Malhotra a/w Paavani Chadha, Advocate for Intervenor in IA/1136/24.

**CORAM : SARANG V. KOTWAL, J.
DATE : 20th MARCH, 2024**

P.C. :

1. The Applicant is seeking anticipatory bail in connection with C.R.No.29/2024, dated 17/02/2024, registered with Airport Police Station, Mumbai, under sections 341, 324, 364-A, 386, 387, 394, 506, 120-B of the Indian Penal Code.
2. Heard Mr. Nitin Gaware Patil, learned counsel for the Applicant, Mr. Hrishikesh Mundargi, learned counsel for the Intervenor and Mr. Avinash A. Naik, learned APP for the State.
3. The FIR is lodged by one Chandan Kumar Bera. He has stated that he had a company by name Envolta. He was in the business of Radiation Protection Services. He had business at Kolkata. The Applicant Rahul Sawale had come to meet the informant about their product. The informant's company's Vice President Raghuvir Sandhu introduced the Applicant with the informant. The FIR goes on to mention about some land transaction which the Applicant had suggested to the informant requiring investment of Rs.4 Crores, out of which, the Applicant was to raise Rs.3 Crores. The informant was asked by the Applicant to raise Rs.1 Crore. The informant decided to meet the

Applicant at Mumbai to see the property. Accordingly, on 16/01/2024 the informant came to Mumbai and contacted the Applicant. It is further mentioned that the Applicant and his friend Kailas Punjabi came to the Airport to receive the informant. They proceeded from Vile Parle. On the way, on some pretext they got down and two unknown persons entered the car. It is further alleged that one of those unknown persons pointed a revolver towards the informant and forcibly took him to Nasik. It is his case that from the conversation between the accused, the informant came to know that he was taken to Nasik. He was kept in a Bungalow. It was around 11 p.m. on 16/01/2024. After some time, the informant's associate Raghuvir was also brought there. The informant and Raghuvir were assaulted by the accused. The Applicant was demanding Rs.50 Crores for leaving him. It is alleged that they were recording the assault on their mobile phone. The same assault was repeated on the next day morning at about 08.00 a.m. Ultimately, the demand was reduced to Rs.5 Crores along with the property worth Rs.10 Crores and 4 cars. The Applicant asked him to execute documents in that behalf. It is further alleged

that the informant was forced to pay some money with the help of his employee in Kolkata. He has alleged that the total amount of Rs.17,53,000/- was transferred to the Applicant's firm's account through the credit card. In the evening on 18/01/2024, the informant and his associates Raghuvir were shifted to Hotel Surya. The Applicant and his associates were also in the same hotel. On 18/01/2024, the Applicant took the signatures of the informant, Jaydeep Pande and Raghuvir on the MOU. On 19/01/2024, his four cars and cash had reached in a nearby city. After that, the informant started to go to Mumbai in the same car, in which he was brought to Nasik. He met his employee Shankar. He signed some cheques and gave them to the Applicant. Then he went back to Kolkata. After reaching there, he gave his complaint to the police in Kolkata. The FIR was registered there and was transferred to Airport police station. On this basis, the FIR is lodged.

4. Learned counsel for the Applicant submitted that the Applicant had paid Rs.2 Crores to the informant and to get out of the legal liability, the informant executed the MOU, but the

informant lodged this false FIR to pressurize the Applicant. The offence is not true. The MOU was voluntarily executed by the informant at Nasik and to avoid the repayment of the amount mentioned in the MOU, this false FIR is lodged.

5. Learned counsel for the first informant submitted that the MOU got forcibly executed by the Applicant. It is clear from the fact that the informant had to arrange for various amounts from the accounts of his family members and associates. He would have immediately made the payment, if the MOU was genuine and voluntary. Instead, the informant lodged his FIR on reaching Kolkata.

6. Learned APP produced the investigation papers before me. He submitted that the statements of Jaydeep and Raghuvir may be considered, which throw light on the entire allegations.

7. I have considered these submissions. As submitted by learned APP, the statements of the other alleged victims Jaydeep and Raghuvir are important. Raghuvir has stated that he had

come to Mumbai on 15/01/2024. When he had reached Colaba, his car had stopped at a signal. One unknown person asked him to come out of his car and sit in the car which was behind his car. Raghuvir sat in that car. There were four unknown persons in that car. One of them removed a knife and showed it to Raghuvir. He was asked to keep quiet. He was taken to Nasik and he was kept in a Bungalow. He came to know that it was the Applicant's bungalow. The Applicant assaulted him and abused him. The others also assaulted and abused him. He was kept in the basement till about 10.30 p.m. On the next day i.e. on 16/01/2024, he was taken back to Mumbai and the car was parked in the parking place at Mantralaya. It was kept there throughout the day. In the evening, again he was taken to Nasik. When he reached the same Bungalow, the informant was already there. The Applicant and others assaulted the informant as well. The Applicant was demanding Rs.50 Crores. On the next day assault continued. The informant called his associates and asked for Rs.5 Crores and papers for some property and four cars. On 18/01/2024, the informant and Raghuvir were taken to Hotel Surya at Nasik. The informant was standing near the reception

counter with the Applicant and his associates. After some time, Jaydeep joined them. They booked a room and stayed there one night. It is his case that the Applicant's two associates kept watch on them. After some time, the Applicant's associates took his signature forcefully. On the next day, the informant told him to take back his four cars to Kolkata. Accordingly, Raghuvir went back.

Mere reading of this statement shows that the entire story is unbelievable. On 16/01/2024, he was kept in a car in the parking place at Mantralaya, where there is heavy police presence. It is unbelievable that at the first instance, he was simply asked to sit in a car with unknown persons and he duly complied without raising any objection and he was taken to Nasik. The entire story is unbelievable.

8. The statement of Jaydeep makes the entire story even more unbelievable. He has stated that he was called to Nasik by the Applicant. He went there on 17/01/2024. The informant was having some discussion in that bungalow. On 18/01/2024,

when he went back to the bungalow, the informant, the Applicant and Raghuvir were discussing something. All of them went to Hotel Surya. He further described the execution of the MOU. The informant asked for an English translated copy of the MOU. All of them went to the Court and the MOU was notarized. Then they went back to their Hotel Surya and then on the next day, they went back. Before going back, the informant and the Applicant had met cordially with each other and they had decided to visit a temple.

This statement emphasizes that the allegations in the FIR are completely false. The entire story stated by the first informant in the FIR cannot be true. In the light of these two statements referred to hereinabove and considering the unbelievable part of the FIR itself, it is clear that the informant's grievance is not genuine. Neither of the parties is telling the complete truth, but in this background and in the background of these unbelievable theories, the Applicant's custodial interrogation would not be justified. It would be sufficient if he cooperates with the investigation.

9. Hence, the following order :

ORDER

- (i) In the event of his arrest in connection with C.R.No.29/2024, dated 17/02/2024, registered with Airport 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 attend the concerned Police Station as and when called and shall cooperate with the investigation.
- (iii) The application stands disposed of accordingly.
- (iv) Interim Application also stands disposed of.

(SARANG V. KOTWAL, J.)