

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

ANTICIPATORY BAIL APPLICATION NO.943 OF 2024

Sachin Shreedhar Barate Applicant
versus
State of Maharashtra Respondent

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- Mr. Nitin Gaware Patil, Advocate for Applicant.
- Ms. Mahalakshmi Ganapathy, APP for the State/Respondent.

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

P.C. :

1. The Applicant is seeking anticipatory bail in connection with C.R.No.115/2023, dated 22/03/2023, registered with Paud Police Station, Pune Rural, under sections 379, 406, 409, 420, 427, 441, 447, 468, 477 r/w 34 of the Indian Penal Code.
2. Heard Mr. Nitin Gaware Patil, learned counsel for the Applicant and Ms. Mahalakshmi Ganapathy, learned APP for the State.
3. The FIR is lodged by one Gurjeetsingh Sona. He has stated that he got acquainted with one Ravi Vanage through his

friend Devraj Tripathi. Ravi was having construction business by the name Vighnaharta Promoters & Builders. He told the informant that he had a plot at village Bhukum, Taluka Mulshi, District Pune, at Gat No.200 admeasuring 11,000 sq.ft. He was developing a project in partnership with Amol Paigude and Ashwin Sapariya. 40% flats were owned by Ravi and 60% flats were owned by Amol and Ashwin together. The FIR mentions that Ravi told the informant that he was in need of money and that he would give three flats to the informant for Rs.21 lakhs. The FIR mentions that the informant paid that amount between September 2018 to December 2018. On 29/09/2018, the informant entered into an agreement with Ravi in respect of flat Nos.205, 301 and 401, admeasuring 555 sq.ft each. The informant was to get those flats within 12 months, failing which, Ravi was to give the informant Rs.24,000/- per month as rent. After that, there was no further progress. The informant contacted Amol and Ashwin and through them, he again met Ravi. He told the informant that he was planning to cancel the partnership agreement with Amol and Aswhin. Ravi asked for Rs.60 lakhs more for which he was willing to sell the property

admeasuring 11,000 sq.ft. before 15/12/2020. Even that amount was paid to Ravi on 03/01/2020. But even thereafter the property was not transferred in the informant's name. The informant made enquiries. He came to know that Ravi had cancelled the partnership agreement with Amol and Ashwin on 17/01/2020 and had sold the property to the present Applicant on 08/06/2020 for Rs.36,50,000/-. After that, the Applicant had sold that property for Rs.40 lakhs to the aforementioned Amol on 13/07/2020. The informant realized that he was cheated and hence he lodged the FIR.

4. Learned counsel for the Applicant submitted that there was no privity of contract between the Applicant and the informant. He had not made any representation to the informant. He had not accepted any money from the informant. The informant has filed a civil suit vide Special Civil Suit No.2202/2022 in the Civil Judge, Senior Division, Pune, against Ravi, the present Applicant and Amol. In that suit, prayers were made for declaration of the sale deed executed by Ravi in favour of the Applicant and the sale deed executed by the Applicant in

favour of Amol, as null and void. Thus, it is a civil dispute and no offence is committed by the present Applicant. His custodial interrogation is not necessary. He relied on the order dated 18/03/2023 passed by this Court in Anticipatory Bail Application No.1282 of 2023, whereby the co-accused Amol and Ashwin were granted anticipatory bail. He claimed parity.

5. Learned APP opposed these submissions. However, she agreed that the co-accused who was almost similarly placed was granted anticipatory bail by this Court.

6. I have considered these submissions. There was no privity of contract between the Applicant and the first informant. The main allegations are against Ravi. The civil suit is pending between the parties. The co-accused and in particular Amol is granted anticipatory bail. The property, as of today, stands transferred to Amol by a sale deed executed by the Applicant. In this view of the matter, the Applicant also deserves the same benefit on the principle of parity. His custodial interrogation is

not necessary. It is sufficient if he cooperates with the investigation.

7. Hence, the following order :

ORDER

- (i) In the event of his arrest in connection with C.R.No.115/2023, dated 22/03/2023, registered with Paud Police Station, Pune Rural, 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.

(SARANG V. KOTWAL, J.)