

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

ANTICIPATORY BAIL APPLICATION NO.1282 OF 2023

Amol Ramdas Paigude & Anr. Applicants
versus
State of Maharashtra Respondent

**WITH
INTERIM APPLICATION NO.1937 OF 2023
IN
ANTICIPATORY BAIL APPLICATION NO.1282 OF 2023**

Gurjeetsingh Sona Interevenor

IN THE MATTER BETWEEN :

Amol Ramdas Paigude & Anr. Applicants
versus
State of Maharashtra Respondent

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- Mr. Nitin Gaware Patil, Advocate for Applicant.
- Ms. Poonam P. Bhosale, APP for the State/Respondent.
- Mr. Abhishek R. Avachat (appeared through VC), Advocate for Intervenor.

**CORAM : SARANG V. KOTWAL, J.
DATE : 18th MARCH, 2024**

P.C. :

1. The Applicants are 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, Mr. Abhishek R. Avachat, learned counsel for the Intervenor and Ms. Poonam P. Bhosale, 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 both the Applicants. 40% flats were owned by Ravi and 60% flats were owned by both the Applicants 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 him Rs.21 lakhs 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. The informant was to get those flats within 12 months. If the flats were not given, then Ravi promised to give the informant Rs.24,000/- per month as rent. Subsequently, there was no further progress. The informant contacted the Applicants and through them, he again met Ravi. He told the informant that he was planning to cancel the partnership agreement with both the Applicants. Ravi asked for Rs.60 lakhs more and for that he was willing to sell the property admeasuring 11,000 sq.ft. before 15/12/2020. Accordingly, the informant paid Rs.60 lakhs to Ravi on 03/01/2020. But even thereafter the property was not transferred in the name of the informant. Ravi did not cooperate. The informant made enquiries. He came to know that Ravi had cancelled the partnership agreement with both these Applicants on 17/01/2020 and had sold the property to one Sachin Barate on 08/06/2020 for Rs.36,50,000/-. After that Sachin sold that property for Rs.40 lakhs to the Applicant No.1 Amol on 13/07/2020. The informant felt cheated and therefore he lodged the FIR.

4. Learned counsel for the Applicants submitted that there was no privity of contract between the Applicants and the informant. They had not made any representation to the informant. They had not accepted any money from the informant. Their transaction was independent. The informant has filed a civil suit vide Special Civil Suit No.2202/2022 in the Civil Judge, Senior Division, Pune, against Ravi, Sachin Barate and the Applicant No.1 Amol. In that suit, his prayers are for declaration of the sale deed executed between Ravi and Sachin as well as between Sachin and the Applicant No.1 Amol, as not binding and void. He submitted that ultimately it is a civil dispute. The Applicants have not made any representation. They have not misappropriated any amount.

5. Learned counsel for the first informant submitted that, the very fact, that the main accused Ravi sold the property to Sachin and within one month, Sachin sold it to the Applicant No.1, shows that there was pre-planning and conspiracy and therefore the Applicants and the main accused Ravi were acting in collusion to defraud the first informant.

6. Learned counsel for the Applicants responded by saying that the Applicants have purchased that property for consideration and it is not a void contract. In any case, the issue is pending before the Civil Court.
7. Learned APP supported the submissions made by the learned counsel for the first informant and submitted that Ravi is not available. There are antecedents against Ravi.
8. I have considered these submissions. As rightly submitted by the learned counsel for the Applicants, there was no privity of contract between the Applicants and the first informant. The representation was made by Ravi to the informant. Money was accepted by him. The Applicants had neither accepted any amount from the informant nor had made any representation. The issue is pending before the competent Civil Court. Therefore, at this stage, it is difficult to observe that the Applicants are involved in committing any offence. In this view of the matter, their custodial interrogation will not be

justified. They can be protected u/s 438 of Cr.P.C. It is sufficient if they cooperate with the investigation.

9. Hence, the following order :

ORDER

- (i) In the event of their arrest in connection with C.R.No.115/2023, dated 22/03/2023, registered with Paud Police Station, Pune Rural, the Applicants are directed to be released on bail on their furnishing PR bond in the sum of Rs.30,000/- (Rupees Thirty Thousand Only) each, with one or two sureties each, in the like amount.
- (ii) The Applicants shall attend the concerned Police Station as and when called and shall cooperate with the investigation.
- (iii) The application stands disposed of accordingly.
- (iv) Connected Interim Application also stands disposed of.

(SARANG V. KOTWAL, J.)