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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 1342 OF 2018

Lalitkumar Mangatram Sukhwani,
Aged: 52 Years (Male), Occ: Business,
Residing At: 701, Paras Residency,
B/h Lal Sai Bunglow, Kurla Camp,
Ulhasnagar-421 005,
Dist. Thane (Maharashtra)

...Applicant

vs.

1. The State of Maharashtra
(Notice to be served through
the office of the Public Prosecutor,
High Court of Bombay)
2. Mr Jamat Rameshlal Haseja,
Age: 46 years, Occ. Business
R/at: 601, Vilayatrai Apartment,
Near Ulhasnagar Municipal Corporation,
Ulhasnagar-3, District: Thane.

...Respondents

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Mr Viresh Purwant, a/w. Mr Suraj Gadkari, i/b. Jash B. Vyas, for
the Applicant.

Ms Shilpa Talhar, APP, for Respondent State.

Mr Shyam Dewani, a/w. Mr Chirag Chanani and Mr Sachit
Makhija, i/b. Dewani Associates, for Respondent No.2/original
complainant.

Mr Rajesh Kherde, PI, Hill Line Police Station present.

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CORAM : R.N. LADDHA, J.

DATE : 1 APRIL 2024

P.C. :

. This anticipatory bail application is assigned to this Court by a special notice published on the website of this Court on 2 March 2024.

2. The applicant apprehends being arrested in relation to C.R. No.154 of 2018 registered at Hill Line Police Station, Thane, under Sections 420, 465, 467, 468, 471, read with 34 of the Indian Penal Code.

3. The prosecution contends that respondent No.2/ informant, Jamat Rameshlal Haseja, filed a police report stating that he purchased an open plot adjacent to Block No.C-779 of Room No.1557 in Ulhasnagar for Rs.7,25,000/- from the original owner, Arjundas/ Arjandas Harumal Pahuja, on 24 August 2009 by an unregistered sale agreement. According to the complainant, Arjundas Pahuja, as the seller, had applied to the competent authority/ government to obtain a Sanad for the said open plot. Both parties agreed that the sale agreement would be registered after receiving the Sanad. Subsequently, Arjundas Pahuja passed away on 10 September 2015. The informant continued to use the open plot as a godown for storing goods.

4. On 10 June 2018, while the informant's workers were present in the said godown, the accused, Rajvinder Singh Ajit Singh and his associates attempted to take possession of the said plot. Upon receiving this information, the informant visited the location and informed Rajvinder Singh Ajit Singh that he had purchased the plot from the original owner, Arjundas Pahuja, in 2009. However, Rajvinder Singh Ajit Singh claimed that he had purchased the plot from Laxmandas/ Lachhmandas Pahuja. After that, the informant lodged a complaint with the police. While enquiring with the Municipal Corporation, he found a copy of a gift deed allegedly executed by Arjundas Pahuja in favour of his son, Laxmandas Pahuja, on 3 October 2017, even though Arjundas had passed away on 10 September 2015. It is alleged that this fabricated gift deed was prepared by co-accused Laxmandas Pahuja in collusion with the accused Rajvinder Singh Ajit Singh, Lalitkumar M. Sukhwani (applicant), and Mangaram V. Khemani. Based on this falsified gift deed, Laxmandas Pahuja applied for a name change in the records of the Ulhasnagar Municipal Corporation, submitting a copy of the purported Gift Deed. An affidavit was also filed by Laxmandas Pahuja, with the applicant and Mangaram V. Khemani signing it as witnesses, despite being aware of Arjundas Pahuja's demise in 2015. Using these forged and false documents, the tax receipts for the property were obtained in the name of accused Laxmandas Pahuja from the Ulhasnagar Municipal Corporation. Subsequently,

Laxmandas Pahuja sold the open plot to accused, Rajvindar Singh Ajit Singh by a registered sale agreement dated 31 October 2017. As a result of this agreement, the accused, Rajvindar Singh Ajit Singh, had his name officially recorded.

5. Heard Mr Viresh Purwant, the learned Counsel representing the applicant, Ms Shilpa Talhar, the learned Additional Public Prosecutor representing the State/respondent no.1, and Mr Shyam Dewani, the learned Counsel representing respondent no.2, at length. This Court has given anxious consideration to the rival contentions and perused the material placed on record, including the written submissions.

6. In summary, the accusations against the applicant revolve around his attestation to the affidavit in the capacity of a witness of the co-accused Laxmandas Pahuja's signature on the affidavit. This affidavit contained false information, as it claimed that Arjundas Pahuja was still alive when, in fact, Arjundas had passed away on 10 September 2015. The name change was subsequently recorded in the Municipal Corporation's records based on this affidavit. As per the prosecution's case, the alleged gift deed is a not a registered document, and the prosecution does not claim that the applicant was either a party or a signatory to the gift deed. A review of the agreement of sale dated 31 October 2017, in favour of co-accused Rajvindar Singh Ajit Singh,

indicates that Laxmandas Pahuja inherited the property upon his father, Arjundas Pahuja's demise. Notably, the agreement of sale dated 31 October 2017 does not refer to the purported gift deed. That apart, an indemnity bond executed by Laxmandas Pahuja and the public notice issued by him before the execution of the sale agreement suggests that the applicant likely played no role in allegedly fabricating the disputed gift deed. Furthermore, Writ Petition No.2817 of 2018, filed by the co-accused Rajvinder Singh Ajit Singh for quashing, indicates that the investigation is complete, and the charge sheet is being presented to the trial court.

7. The learned APP, on instructions from the Investigating Officer, states that for want of original gift deed, the investigation cannot be concluded. The allegations primarily relate to the creation of the gift deed in which the applicant is not *prima facie* involved as he is neither a party nor a signatory to the gift deed.

8. In the result, the interim protection granted by this court by an order dated 10 July 2018 stands confirmed and shall operate during the pendency of the trial. Needless to state that the applicant shall cooperate with the investigating agency, attend the police station as and when required, and shall not tamper with the prosecution evidence/witnesses. The criminal

anticipatory bail application is accordingly disposed of.

9. It is made clear that the observations related to the merits, contained in this order, should not be interpreted as an expressed opinion on the merits and all contentions remain open to be considered during the course of the trial.

(R.N. LADDHA, J.)