

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

ANTICIPATORY BAIL APPLICATION NO. 3255 OF 2023

Suresh Vishwanath Parulekar ..Applicant
Versus
The State of Maharashtra ..Respondent

**WITH
INTERIM APPLICATION (ST) NO. 22046 OF 2023
IN
ANTICIPATORY BAIL APPLICATION NO. 3255 OF 2023**

Mr. Premanand V. Gawas ..Intervenor

In the matter between

Suresh Vishwanath Parulekar ..Applicant
Versus
The State of Maharashtra ..Respondent

**WITH
ANTICIPATORY BAIL APPLICATION NO. 3256 OF 2023**

Manda Suresh Parulekar ..Applicant
Versus
The State of Maharashtra ..Respondent

**WITH
INTERIM APPLICATION NO. 1016 OF 2024
IN
ANTICIPATORY BAIL APPLICATION NO. 3256 OF 2023**

Mr. Premanand V. Gawas ..Intervenor

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In the matter between

Manda Suresh Parulekar
Versus
The State of Maharashtra

..Applicant

..Respondent

**WITH
ANTICIPATORY BAIL APPLICATION NO. 3257 OF 2023**

Prasad Suresh Parulekar
Versus
The State of Maharashtra

..Applicant

..Respondent

**WITH
INTERIM APPLICATION NO. 4367 OF 2023
IN
ANTICIPATORY BAIL APPLICATION NO. 3257 OF 2023**

Mr. Premanand V. Gawas

..Intervenor

In the matter between

Prasad Suresh Parulekar
Versus
The State of Maharashtra

..Applicant

..Respondent

Mr. Rajiv Patil, Sr. Advocate a/w. Abhishek Karnik a/w. Onkar
Wable for Applicants in all ABAs.

Mr. Saurabh Ghag a/w. Divya Bhatia for Intervenor in all IAs.
Smt. M. H. Mhatre, APP for State/Respondent.

**CORAM : SARANG V. KOTWAL, J.
DATE : 11 MARCH 2024**

P.C. :

1. All these three applications are decided together today because they arise out of the same registered offence.
2. The Applicants are seeking anticipatory bail in connection with C.R.No. 279 of 2023, registered at Tardeo Police Station, Mumbai, on 15.06.2023, under sections 409 and 420 r/w. 34 of the Indian Penal Code.
3. Heard Mr. Rajiv Patil, learned senior counsel for the applicants, Mr. Saurabh Ghag, learned counsel for the intervenor and Smt. Mhatre, learned APP for the State.
4. The Applicants are the Directors of M/s. Reis Magos Estates Private Limited. The F.I.R. is lodged by one Premanand Gawas. He was the legal representative of M/s. Corniche Land Private Limited (hereinafter referred to as 'complainant company'). He has stated that, in the year 2008, the complainant company was desirous of purchasing a property in Goa. The complainant company's representative Mr. Khambata met the applicant Suresh Parulekar who told Mr. Khambata that, their company had a

property at Bardez, Goa, having Survey No.95/1-C (hereinafter referred to as the 'said property'). Mr. Khambata went there and saw the property. The area was 8180.5 square meters. The complainant company decided to purchase that property. There were negotiations at the complainant company's office at Tardeo, Mumbai. The complainant company decided to purchase that property for Rs.14,90,00,000/-. On 03.07.2008, the complainant company paid Rs.14,90,00,000/- to the applicant's company. On the same day, they entered into another transaction for purchase of a property at Pirlen vilage, Bardez Taluka for Rs.10 lakhs. For this second transaction, a notarized MoU was executed. It is mentioned in the F.I.R. that the applicant gave power of attorney to the complainant company's Director Javed Tapiya. The agreement for sale for the price of Rs.14.90 Crores and the corresponding power of attorney were given to the Sub Registrar, Bardez for registration. The agreement for sale was registered on 01.08.2008. However, on that day, the Sub Registrar, Bardez did not give a copy of the power of attorney to the complainant company. Every time it was demanded, some evasive answers were given. Till March 2009, the

Applicant Suresh did not co-operate in registering the sale deed. He demanded more money. Therefore, the complainant company decided to execute the sale deed by using the power of attorney given in favour of the complainant company by the applicants. At that time, the officers of the complainant company carefully read the copy. They realized that, one of the pages of the power of attorney document was replaced. The complainant company then entered into the correspondence with the applicants pointing out this fact. The stand taken by the complainant company was that they had not submitted that power of attorney to the Sub Registrar. The applicant's company took up a stand that the amount was not received for the said property, but it was received for another property called Candelaria, village Pirlen, Bardez, Goa. The complainant company pointed out that, both these transactions were separate and the applicant's company was creating unnecessary dispute. The complainant company filed a Civil Suit at Civil Court, Mhapsa, Goa, on 30.11.2009 vide Civil Suit No.173 of 2009; which is renumbered as Commercial Suit No.23/2022/A. The complainant company pursued this matter with the Sub

Registrar's office. They were informed by that office that the said power of attorney was registered, and a certified copy of the register entry was given to the complainant company. Considering that the fraud was played in this connection, the F.I.R. was lodged.

5. Learned senior counsel for the applicants, as well as, the learned counsel appearing for the informant today, submit that the accused company i.e. the applicant's company and the complainant company have settled their dispute and the consent terms are filed in the aforementioned civil suit. Both of them submit that the said civil suit was disposed of vide a consent decree on 06.01.2024. Both of them together submit a copy of the consent terms. It is taken on record and marked 'X' for identification. A copy of the daily status of the said suit is submitted before this Court mentioning that consent decree was passed. A copy of the said document is taken on record and marked 'Y' for identification. Both learned counsel submit that the parties have approached a division bench of this Court for quashing of the proceedings arising out of the present F.I.R. In those proceedings, the complainant company has given no

objection for quashing of the F.I.R. A copy of the said affidavit of the complainant company is taken on record and marked 'Z' for identification. Both learned counsel submit that these documents are copies of the original documents. Their responsible statement is recorded and accepted.

6. Learned APP has no objection if anticipatory bail is granted to the applicants in view of settlement between the parties.

7. Considering this situation and the discussion referred to herein above, these anticipatory bail applications can be allowed.

8. Hence, the following order :

ORDER

- i) In the event of their arrest in connection with C.R.No. 279 of 2023, registered at Tardeo Police Station, Mumbai, the applicants are directed to be released on bail on their executing P. R. bonds in the sum of Rs.30,000/- each (Rupees Thirty Thousand each Only) with one or two sureties

each in the like amount.

- ii) All the Anticipatory Bail Applications are disposed of.
- iii) With the disposal of these anticipatory bail applications, the interim applications do not survive and they are also disposed of.

(SARANG V. KOTWAL, J.)