

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

ANTICIPATORY BAIL APPLICATION NO.1126 OF 2024

Umar Ismail Mujawar & Ors.

.... Applicants

versus

The State of Maharashtra

.... Respondent

.....

- Mr. M. K. Kocharekar a/w Akhilesh Singh i/b. Neetu Singh, Advocate for Applicant.
- Mr. Nitin B. Patil, APP for the State/Respondent.
- Mr. Raviraj Gamare, Advocate for first informant.

CORAM : SARANG V. KOTWAL, J.

DATE : 24th APRIL, 2024

P.C. :

1. Leave to amend to add the first informant as a party Respondent. Amendment to be carried out within two weeks from today.

2. The Applicants are seeking anticipatory bail in connection with C.R.No.59/2024, dated 09/02/2024, registered with Panvel City Police Station, Navi Mumbai, under sections 406, 420 r/w 34 of the Indian Penal Code.

3. Heard Mr. M. K. Kocharekar, learned counsel for the Applicants, Mr. Raviraj Gamare, learned counsel for the first informant and Mr. Nitin B. Patil, learned APP for the State.
4. The FIR is lodged by one Aslam Abdul Majid Munshi. The subject matter of this FIR is the land at Survey No.411 and 412 at Panvel admeasuring 172 Sq.meters, which is the part of land owned by the Subhan Shahadarga Trust Panvel. The present Applicants are the Trustees of the said Trust. It is alleged in the FIR that the Applicants had executed one MOU on 25/10/2016 and also had executed a power of attorney on 28/10/2016 in favour of the first informant. The MOU is about the development of that property. The Applicants had executed development agreement in favour of M/s. Mahalaxmi Constructions of which one Ramesh Jain was the proprietor. That MOU was registered on 17/01/2005. It is the case of informant that the Applicants had told him that the said MOU was cancelled. It was told to him orally. But no papers were given. The informant was also given a copy of the NOC issued by the Wakf Board. It is his case that the Trustees i.e. the Applicants

took Rs.8 lakhs through cheque and Rs.6 lakhs more at the time of executing the MOU. The informant was paying Rs.1,500/- per month to the Trust and Rs.1,000/- to Ramesh Jain per month. Thus, he was paying Rs.2,500/- per month. But he could not develop the property because there was no available land. On this basis, the FIR is lodged.

5. Learned counsel for the Applicants submitted that the informant himself has used a forged power of attorney. He invited my attention to the copies of the power of attorney at page No.36 and at page No.58 of this memo. Both are purportedly executed on 28/10/2016. Clause 13 on page No.38 is not mentioned on page No.60. The registration number appears to be the same. He therefore submitted that it is a forged power of attorney. Learned counsel also relied on the letter dated 12/05/2022 signed by the informant himself addressed to Municipal Corporation, Panvel, mentioning that he was addressing that letter as a power of attorney of the Trust and that the Trust had given NOC to develop the said plot to Ramesh Jain and M/s. Mahalaxmi Constructions.

6. Mr. Kocharekar therefore submitted that the informant was aware that the property was to be developed by Ramesh Jain. False allegations are made in the FIR that he was not aware that the development rights were still with M/s. Mahalaxmi Constructions.
7. Considering these submissions, learned counsel for the Applicants has made out the case for ad-interim till the next date.
8. Hence, the following order :

ORDER

- (i) In the event of their arrest in connection with C.R.No.59/2024, dated 09/02/2024, registered with Panvel City Police Station, Navi Mumbai, till the next date, 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) This order shall operate till 24/06/2024.
- (iv) Stand over to 24/06/2024.

(SARANG V. KOTWAL, J.)