

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

ANTICIPATORY BAIL APPLICATION NO.1201 OF 2024

Neha Bakul Parekh

.... Applicant

versus

The State of Maharashtra

.... Respondent

.....

- Mr. Parvez Memon a/w Waseem Pangarkar a/w Chirag Naik a/w Mahesh Ahire a/w Noopur Mathrawala a/w Vijayanti Sharma i/b. MZM Legal LLP, Advocate for Applicant.
- Smt. Madhavi H. Mhatre, APP for the State/Respondent.

**CORAM : SARANG V. KOTWAL, J.
DATE : 30th APRIL, 2024**

P.C. :

1. The Applicant is seeking anticipatory bail in connection with C.R.No.275/2024, dated 15/04/2024, registered with Borivali Police Station, Mumbai, under sections 420 r/w 34 of the Indian Penal Code.

2. Heard Mr. Parvez Memon, learned counsel for the Applicant and Smt. Madhavi H. Mhatre, learned APP for the State.

3. The informant is present in the Court. He seeks adjournment to engage an advocate. In the interest of justice today I am inclined to grant adjournment to enable the informant to engage an advocate and file an Intervention Application. However, I have heard learned counsel for the Applicant for consideration of ad-interim relief. I have also heard the learned APP who has made submissions on instructions of the Investigating Officer.

4. The FIR is lodged by the informant Harsh Barbhaya. He has stated that he was residing in Flat No.A-12, Kedarnath Cooperative Housing Society, Borivali (W). One Amish Shah was his neighbour. The informant saw that some prospective purchasers used to visit the flat where Amish Shah was staying. The informant asked Amish about it. The informant was told that the said flat was for sale. The present Applicant was the owner. The informant was interested in purchasing that flat. Therefore, he met the present Applicant and her father. The transaction for purchasing that flat by the informant was fixed at

Rs.95 lakhs. The FIR mentions that it was agreed between the informant and the aforesaid Amish that even after the informant purchasing that flat from the Applicant, Amish would continue to stay there on rent. The FIR further mentions that the informant paid the agreed purchase price to the Applicant. She executed the registered agreement in respect of the sale of that flat on 31/05/2023. Amish was a witness to that agreement. In that agreement, it was nowhere mentioned that the flat was given on rent to Amish. Subsequently, Amish sought time of one month from the informant for entering into the rent agreement. But no further steps were taken. Instead, the informant came to know that Amish had taken that flat on rent from the Applicant on heavy deposit. The informant realized that the Applicant and Amish in collusion had cheated him. On this basis, the FIR is lodged.

5. Learned counsel for the Applicant submitted that the said purported agreement between the Applicant and Amish is a forged document. It was not registered and the Applicant has taken steps in making complaint in respect of that particular

agreement. The submissions made by the learned counsel for the Applicant will have to be verified by the Investigating Officer. Learned counsel for the Applicant further submitted that the dispute appears to be between the informant and the aforementioned Amish. The Applicant on her part had executed the agreement for sale which is already registered. Therefore, the Applicant cannot be said to have committed any offence.

6. Learned APP submitted that there was an agreement between the Applicant and Amish mentioning that the disputed flat was given on rent for a period of three years. However, that fact was not reflected in the registered agreement between the Applicant and the informant. This was suppressed from the informant and therefore the offence is made out.

7. Learned counsel for the Applicant has made out a case for grant of ad-interim relief. At the instance of the first informant, who is present in the Court, today I am adjourning the matter, with grant of ad-interim relief to the Applicant.

8. Hence, the following order :

ORDER

- (i) In the event of her arrest in connection with C.R.No.275/2024, dated 15/04/2024, registered with Borivali Police Station, Mumbai, till the next date, the Applicant is directed to be released on bail on her 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 cooperate with the investigation.
- (iii) This order shall operate till 26/06/2024.
- (iv) Stand over to 26/06/2024

(SARANG V. KOTWAL, J.)