

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 2178 OF 2024

Junaid Abdul Hamid Patel

...Applicant

Versus

The State of Maharashtra

...Respondent

- Adv. Mohammed Khan i/b One Legal, for Applicant.
- Ms. Rutuja A. Ambekar, APP for Respondent.

CORAM: MANISH PITALE, J.

DATE : 23rd August, 2024.

P. C. :

1. Heard, Mr. Khan, learned counsel for the applicant and Ms. Ambekar, learned APP for the State.
2. The applicant is apprehending arrest in connection with First Information Report No.0182 of 2024 (FIR), dated 03.06.2024, registered at Police Station Kharghar, Navi Mumbai, for offences under Sections 420, 468 and 471 read with Section 34 of the Indian Penal Code (IPC).
3. The informant is the maternal uncle of the applicant. It is the case of the informant that he used to rely upon the applicant in connection with his business and particularly in connection with a room that was to be given on rent. The allegation is that since the informant did not know English, he signed a document projected by the applicant to be a rent agreement, wherein a tenant was inducted in the room for a monthly rent of ₹

35,000/-.

4. It is claimed that initially for about 11 months, the rent amount was handed over in cash by the applicant. Subsequently, the informant wanted to dispose of the said room for which purpose he wanted the room to be vacated. At this stage, the informant's son came to know from the person occupying the room that the said room had been given on heavy deposit of ₹18 lakhs to the said occupant of the room. At this stage, according to the informant, he realized that the contents of the rent agreement handed over to him were different from the agreement of heavy deposit executed with the person occupying the room. In this situation, when the informant pursued the matter with the applicant, he assured the informant that appropriate steps would be taken, but, cheques handed over in the context of the said dispute were all dishonoured. On this basis, the said offences have been registered.

5. The learned counsel for the applicant submits that in this case the agreement pertaining to heavy deposit was always in the knowledge of the informant. It is submitted that deliberately a colour of cheating and fraud on the part of the applicant is being given to a dispute that has arisen between the parties. It is submitted that the applicant is ready to take all necessary steps to find a lasting solution to the dispute and hence, this Court may show indulgence by allowing the present application.

6. On the other hand, learned APP has vehemently opposed the application. It is submitted that the ingredients of the offences are clearly made out in the present case. It is further brought to the notice of this Court that subsequent cheque of ₹ 16,50,000/- issued by the applicant has also been dishonoured, clearly making out a strong case against the applicant.

7. This Court has considered the rival contentions in the light of the material on record. A perusal of the statement of the informant, leading to registration of the FIR, demonstrates that the ingredients of the offences alleged against the applicant are *prima facie* made out. It is specifically stated by the informant that he relied upon the applicant, being his nephew, for the purposes of his business, including dealing with the aspect of inducting a tenant in the said room. A specific allegation is made that there is a discrepancy between the agreement handed over by the applicant to the informant and the agreement executed with the person occupying the room. While the informant was giving an impression that a rent agreement was executed, it later came to light that agreement pertaining to heavy deposit was executed in respect of which huge amount of ₹ 18 lakhs was received from the person occupying the room and that the informant is deprived of the aforesaid amount. The informant appears to be interested in getting the room vacated, but the person occupying it is not doing so on the strength of the aforesaid

agreement of heavy deposit.

8. This Court is of the opinion that a *prima facie* case is made out against the applicant for ingredients of the offences alleged against him. Hence, no case is made out for granting anticipatory bail. The application is dismissed.

(MANISH PITALE, J.)