IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 2313 OF 2024

Dipali Anant Mohite ... Applicant
Versus
The State of Maharashtra ... Respondent

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Mr. Yuvraj Narvankar for the Applicant.
Mr. Sagar R. Agarkar, APP for Respondent-State.
Mr. Anuj Tiwari a/w Mr. Vivek Salunkhe for complainant/ informant.
Mr. Somnath Panchal, API, Hinjewadi Police Station.

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CORAM: MANISH PITALE, J.
DATE : 4th SEPTEMBER 2024

P.C. :

. Heard learned counsel for the applicant and learned APP for the respondent-State. The learned counsel having instructions to appear on behalf of the first informant, is also present in the Court.

2. The applicant has approached this Court apprehending arrest in connection with FIR No. 0896 of 2024 dated 1st August 2024 registered at Hinjewadi Police Station, Dist. Pimpri-Chinchwad, for offences under Sections 308(2) and 308(3) of the Bharatiya Nyaya Sanhita, 2023 (BNS).

3. The said offence pertains to extortion and the punishment for the same ranging from imprisonment for 2 years to 7 years.

4. The informant approached the Police alleging that the applicant had extorted huge amount of about Rs.18,00,000/- from the informant in the backdrop of a relationship of intimacy developing between the two. It is the case of the informant that despite the applicant and the informant executing a Memorandum of Understanding (MoU), under which the informant paid huge amount of Rs.15,00,000/- to the applicant, with an understanding that they would not bother each other, the applicant continued to put the informant in fear of dire consequences, thereby further extorting amount from him and eventually, asking for a huge amount of Rs.25,00,000/- or a one bedroom hall kitchen flat, failing which she would entrap him in criminal proceedings.

5. The learned counsel for the applicant submits that even after the execution of the said MoU in the backdrop of a consensual relationship between the parties, who are both married to different individuals, the informant continued to pursue the applicant and this is evident from the chats and calls, details of which are placed on record along with the application. It is submitted that such material clearly indicates the false claims made by the informant about the applicant, in any manner, pressurizing the informant to continue the relationship and to cough up further sums of money. It is submitted that the Sessions Court completely erred in referring to a lady, who has signed as witness to the MoU and commenting upon by the character and background of the said woman. It is submitted that in the present case, the custody of

the applicant is not required and that she is ready to cooperate with the investigation.

6. On the other hand, the learned APP submitted that the ingredients of the offence are clearly made out from the statement of the informant itself. Apart from the said statement, reliance is placed on the statement of a witness recorded during the course of investigation. The said witness has given details as to the manner in which the applicant had revealed that she would be blackmailing the informant. Reference is also made to certain Reports of Non-Cognizable Offences (NCR) registered at the best of the informant and his wife against the applicant. At this stage, the learned counsel for the applicant also referred to certain NCRs registered at the behest of the applicant against the informant.

7. This Court has carefully considered the material on record, in order to examine as to whether the ingredients of the offences alleged against the applicant are *prima facie* made out. The allegation pertains to extortion on the part of the applicant. The basic ingredient of the said offence is the act of putting another individual in fear and thereby, forcing such an individual to part with property etc. In the present case, the statement of the informant, leading to registration of the FIR, does make out the basic ingredient of the offence, simply for the reason that reference is made to the aforementioned MoU and transfer of a huge amount of Rs.15,00,000/- to the applicant. Thereafter, specific reference is made to events in chronological order with

details of dates etc., as to the manner in which the applicant allegedly continued to extort further amounts from the informant and eventually, asking for further huge amount of Rs.25,00,000/- or in lieu thereof a flat, failing which the applicant would falsely implicate the informant in criminal cases. The said statement indeed makes out the basic ingredient of the offence registered against the applicant. Copy of the MoU is on record, which is an admitted document, as a huge amount of Rs.15,00,000/- was indeed transferred in favour of the applicant.

8. It is also relevant to note that during the course of investigation, the statement of a lady as a witness was recorded, who has specifically stated as to the manner in which the applicant informed her about her plans of blackmailing the informant and extorting further amounts from him.

9. In the face of such material, the applicant cannot claim that since the informant continued to remain in touch with her even after execution of the MoU, it must inure to her benefit, while pressing for relief in the present application. The material on record does make out a *prima facie* case against the applicant and in such a situation, it would not be appropriate to grant the relief of anticipatory bail in the present application.

10. In view of the above, the application is dismissed.

MANISH PITALE, J.