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

## ANTICIPATORY BAIL APPLICATION NO. 3439 OF 2024

Eshvarr Gahinath Budhwntt ...Applicant

**Versus**

The State of Maharashtra ...Respondent

***

- Mr. Sagar Tambe a/w Mr. Sunil Karpe and Mr. Sudarshan Dhere, for Applicant.
- Mr. Tanveer G. Khan, APP for Respondent.
- Mr. A.S. Rao, for First Informant
- Mr. Rahul Kolape, PSI, Chandannagar Police Station

***



**CORAM : MANISH PITALE, J.**

**DATE : 18th DECEMBER, 2024.**

**P. C. :**

1. Heard learned counsel for the applicant, learned APP for the respondent-State and the learned counsel having instructions to appear on behalf of the first informant.

2. In the present case, the applicant is apprehending arrest in connection with First Information Report No.0489 of 2024, dated 28th September, 2024, registered at Police Station Chandannagar, District Pune, for offences under Sections 406, 420 and 506 read with Section 34 of the Indian Penal Code, 1860 (IPC).

3. The informant in his statement, leading to registration of the FIR, has claimed that the applicant induced him into parting with substantial

amounts of money on a promise to arrange a plot of land in Pune. The informant was interested in purchasing a plot of land and in that context it is claimed that total amount of ₹ 46,32,000/- was paid to the applicant. It was specifically stated that an amount of ₹ 24 Lakhs was transferred to the bank account and the remainder was paid in cash at different points in time. It is alleged that although the applicant kept on promising that a plot of land was being arranged, but eventually the informant realized that he had been cheated. The statement also refers to some other individuals, who were duped in a similar manner.

4. The learned counsel for the applicant submitted that although such amounts were indeed received, but they were in the context of a partnership deed executed on 24th June, 2022, between the applicant, co-accused and the informant. It was submitted that the transactions referred to by the informant were in the context of the said partnership deed. It was indicated that the applicant would make arrangements for refunding the amount claimed by the informant.

5. On the other hand, the learned APP submitted that the investigation has revealed that other persons were also duped in a similar manner by the applicant. Attention of this Court was invited to statements of such victims, who have also referred to huge amounts being transferred into

the account of the applicant under the pretext of arranging for plots of land. On this basis, it was submitted that the ingredients of the offences are clearly made out and therefore, no indulgence may be shown to the applicant.

6. The learned counsel having instructions to appear on behalf of the first informant supported the contentions of the learned APP.

7. This Court has perused the material on record in the light of the rival submissions. A perusal of the statement of the informant, leading to registration of the FIR, shows that *prima facie* the ingredients of the offences are made out, particularly because there is reference to huge amounts being transferred into the bank account of the applicant. There is a clear allegation of inducement on the part of the applicant. There is nothing to show that the applicant did arrange for the plot of land as promised to the informant or that any efforts were made in that direction. The investigation papers also show that, apart from the informant there are other victims who have made identical allegations. They have transferred larger sums of money through bank transfers in favour of the applicant on false promises being made by the applicant to arrange for plots of land.

8. The ingredients of the aforesaid offences are *prima facie* made out against the applicant. The explanation sought to be given by the applicant relying upon the aforementioned partnership deed cannot be accepted at this

stage, firstly because such contention appears to be more in the nature of defence and secondly the contents of the partnership deed also show that the amount contributed towards fixed monetary capital by the informant was limited to a sum of ₹ 9,000/- and since the applicant is admittedly a signatory to the said document, no importance can be attached to the said document, while considering the contentions of the applicant.

9. No case is made out for granting anticipatory bail. The application is dismissed.

**(MANISH PITALE, J.)**