IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

Anticipatory Bail Application No.1499 of 2024

Salman Irfan Baig
India Inhabitant, aged about 24 years,
Occupation-Business,
Above PMC Bank, Opposit Don Bosco
College, Kirol Road, Kurla West,
Mumbai 400 070 …... Applicant.

Vs.

The State of Maharashtra
(At the instance of Vinoba Bhave
Police station, FIR No.133/2024) …... Respondent.

With
Interim Application No.2439 of 2024
In
Anticipatory Bail Application No.1499 of 2024

Mohammed Taqi Hussain Shaikh … Intervenor
In the matter of :
Salman Irfan Baig …. Applicant.

Vs.

State of Maharashtra … Respondent.

Ms Purvi Shah for the applicant.
Mr Nitin B Patil, APP for Respondent/State.
Mr Mohamed Nawaz Haindaday a/w Gazala Parveen Shaikh i/by Fidem Lex for the intervener.
API Gawade, VB Nagar Police Station, is present.

Coram : R.N.Laddha, J.
Date : 4 July 2024.

P.C. :

Heard Ms Purvi Shah, the learned Counsel appearing on behalf of the applicant; Mr Nitin Patil, the learned Additional Public Prosecutor, representing the respondent/State, and Mr Mohamed Nawaz Haindaday, the learned Counsel for the intervenor.

2. This is an application for pre-arrest bail filed by the applicant, apprehending arrest in CR No.0133 of 2024, registered at Vinoba Bhave Police Station, Mumbai, for the offences punishable under Sections 418, 419, 420, 465, 467, 471 read with 34 of the Indian Penal Code.

3. The prosecution alleges that the applicant, Rohit Kumar and Sandeep Dhansingh Shah are accused in the present FIR. The applicant, in collusion with the co-accused, allegedly conspired to defraud the informant and their family of Rs. 30,00,000. The informant initially connected with the applicant through broker Amir Shaikh, who introduced the applicant as Shahid, a purported real estate agent. Subsequently, the applicant, via Amir Shaikh, informed the informant about a flat (No. 1103) at Premier Exotica 2 in Kurla (W), claiming it was available for lease. Later, the co-

accused Rohitkumar posed as Sandeep Shah, the owner of the said flat. The applicant and the co-accused persuaded the informant to transfer an amount of Rs. 30,00,000/- as a deposit for the leave and license agreement of the mentioned flat. Since the informant had agreed to lease the flat, a leave and license agreement was executed among the informant, his brother, mother as licensees, and Sandeep Shantilal Shah, the flat's owner and licensor. The applicant shared bank account details, allegedly belonging to the flat owner, and directed the informant to deposit the agreed-upon amount before registering the leave and license agreement. The informant subsequently transferred Rs.30,00,000/- to the bank accounts specified by the applicant.

4. After that, the applicant visited the informant at the said flat to arrange for the online registration of the leave and license agreement on 03.04.2024. The applicant engaged NM Enterprises, an online rent agreement registration service provider, to handle the agreement's online registration. Co-accused Rohitkumar, in connivance with the applicant, completed all the formalities and posed as the flat's owner. During the agreement registration process, the informant asked the NM Enterprises Executive to verify the owner's credentials, including the PAN Card and Aadhar Card, which he confirmed as genuine. However, a few days later, the informant discovered that the applicant and the co-

accused had deceived him. It became clear that co-accused Rohitkumar was not the actual owner when the informant attempted to move into the flat after the agreement's execution. Upon investing further and consulting with the Society's office bearers, the informant contacted actual owner, who denied authorising anyone to sell or lease the flat. The informant realised that the bank account numbers provided by the applicant, to which he had transferred a substantial deposit, did not belong to the flat's legitimate owner but to the co-accused, Sandeep Dhansinigh Shah. Furthermore, the leave and license agreement registration was also rejected due to discrepancies in the identity documents. It is alleged that in pursuit of his nefarious scheme, the applicant allegedly contacted Sandeep Dhansingh Shah, whose name closely resembles the actual flat owner.

5. Ms Purvi Shah, the learned Counsel for the applicant, submits that the applicant works as a real estate agent. Co-accused Rohit Kumar, posing as owner Sandeep Shah, allegedly deceived the informant. The applicant claims ignorance of this deception. The informant entered into an agreement and made payment after verifying all the documents with the society. The applicant denies receiving any funds related to the offence. The learned Counsel submits that the applicant only showed the premises to the first informant while Sandeep Shah and Rohit Kumar fabricated the

rent agreement.

6. The learned Counsel for the intervenor and the learned APP, in unison, submits that the applicant's Instagram and WhatsApp conversations revealed his conversations with the co-accused, including inquiries about co-accused bank account details. The applicant even promised a commission to the co-accused for allowing his bank accounts to facilitate the transfer of substantial deposits. The applicant actively participated in a financial fraud, resulting in a significant loss of Rs. 30,00,000/- to the informant. The applicant also committed identity theft by misappropriating the flat owner's identity to deceive the informant. The material on record establishes the applicant's involvement in the offence. The investigation is in progress, and the complicity of many others in the crime is yet to be ascertained. Moreover, there are criminal antecedents against the applicant.

7. Upon perusing the records, it appears that the applicant actively participated in the alleged offence. They exploited the similarity between the names of the co-accused and the original flat owner. The applicant's Instagram and WhatsApp chats, prima facie, show the communication with co-accused Sandeep Dhansingh Shah, including inquiries about his bank details. There is material indicating that the applicant promised to pay a commission to co-

accused Sandeep Shah for allowing his bank accounts to be used to facilitate the transfer of a substantial deposit amount. The applicant apparently provided his mobile number to open a new bank account for co-accused Sandeep at DBS Bank, Chakala. In this account, the informant transferred an amount of Rs.13,50,000/- as part of the deposit payment. Furthermore, material available on record suggests that the co-accused transferred the deposit amount from his bank accounts to various other accounts at the applicant's instance. The available material *prima facie* establishes the applicant's complicity in the crime. The money trail has not yet been fully traced. The custodial interrogation of the applicant is necessary to ascertain the true facts. Moreover, the applicant has criminal antecedents.

8. In view of the above, the application stands rejected. As a sequel, the interim application also stands disposed of.

[R.N.Laddha,J.]