IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 2338 OF 2024

1. Prakash Bachchu Dhodi
2. Harshal Prakash Dhodi ...Applicants

Versus

The State of Maharashtra ...Respondent

WITH
INTERIM APPLICATION NO. 3471 OF 2024
IN
ANTICIPATORY BAIL APPLICATION NO. 2338 OF 2024

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- Mr. K.H. Holambe Patil, a/w Mr. K.K. Holambe Patil, Mr. Vishal G. Shirsat, Mr. Digambar G. Kate and Mr. Nitin s. Murkute, for the Applicants.
- Dr. Ashwini A. Takalkar, APP for Respondent.
- Ms. Aishwarya Amrut Adhikari, for Applicant in IA/3471/2024.
- Mr. Anandrao M. Pawar, API, Dahanu Police Station, present.

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CORAM : MANISH PITALE, J.

DATE : 04th FEBRUARY, 2025

P. C. :

1. Heard the learned counsel for the applicants, learned APP for the respondent – State and the learned counsel appearing for the intervener (first informant).

2. In this application, on 05th September, 2024, this Court granted interim relief to the applicants by recording specific reasons in paragraph No.7 of the said order.

3. According to the learned counsel for the applicants, in pursuance of the directions issued in the said order, the applicants have cooperated with

the investigation and therefore, this Court may consider confirming the interim order and allowing the application.

4. The said prayer made on behalf of the applicants is vehemently opposed by the learned APP, as well the learned counsel appearing for the intervener.

5. The applicants are apprehending arrest in connection with First Information Report No.0203 of 2024, dated 08th July, 2024, registered at Police Station Dahanu District - Palghar, for offences under Sections 420, 504 and 506 read with Section 34 of the Indian Penal Code, 1860 (IPC).

6. The informant, in her statement, has alleged that the applicants have cheated her by siphoning off huge portion of compensation amount, that was due to her for acquisition of a piece of a land belonging to her. It is alleged that the applicants made her open a bank account as the compensation amount was to be deposited in such a bank account. The ATM card, cheque-book, etc. were all retained by the applicants and the compensation amount was thereafter illegally withdrawn. In fact, it is alleged that the applicants taught the informant as to how to put her signatures on the cheques and by using such tactics, huge amount of ₹ 82,03,320/- from the compensation amount deposited in the account of the informant was siphoned off by the applicants.

7. It is the case of the applicants that the piece of land in respect of which the informant has raised grievance was subject matter of an agreement i.e. *Sathe Karar* executed between the first informant and the applicants dated 18th September, 2020, notarized on 26th September, 2020, whereby it was recorded that in an earlier such agreement executed in October, 2014, whereby parcels of lands were agreed by the first informant to be sold to the applicants, inadvertently the subject piece of land i.e. Survey No.111/1 was missed out. It was agreed between the parties that the said piece of land inadvertently left out in the earlier document was now specifically recorded to have been sold to the applicants. On the basis of the said document and also an affidavit purportedly executed on 21st December, 2020, by the first informant confirming the said agreement/*Sathe Karar* of September, 2020, it was specified that the applicants as purchasers of the said land at Survey No.111/1 would be entitled to pick up compensation for acquisition of the said land by the State. It is submitted that in the face of such documents, the allegations made by the first informant that the applicants helped her open a bank account in which the land acquisition amount was deposited and thereafter, they siphoned away the said amounts, is palpably false and not supported by such documentary material.

8. In fact, this Court referred to the aforementioned

agreement/*Sathe Karar* and the affidavit while granting interim relief to the applicants.

9. Today, when the application was taken up for consideration, the learned APP referred to the investigation papers, particularly statements of two advocates, who were notary public in front of whom the aforesaid agreement/ *Sathe Karar* of September, 2020 and the affidavit dated 21st December, 2020 were sworn. In fact, in respect of the affidavit dated 21st December, 2020, it appears that the notary identified the deponents while the affidavit is supposed to have been sworn before the Executive Magistrate.

10. A perusal of the statement of the notary before whom the agreement/*Sathe Karar* was executed on 26th September, 2020, shows that he relied upon verification of the said documents by a person known to him and also an advocate. It is specifically stated by the said notary that he simply looked at the documents and since the documents was being executed during the covid period, as was the practice at that time, verification was usually undertaken through whatsapp calls and the notary did not maintain any record in the register with regard to execution of such documents. It is crucial to note that while making such generalized statements, the aforesaid notary in his statement dated 05th October, 2024 did not specify as to whether he had even confirmed the execution of the said document on whatsapp call with the

informant and her sons. In any case, there is no record of the execution of the said document in the Register of the Notary. This raises a serious cloud of dobut on the aforesaid agreement/*Sathe Karar* allegedly notarized on 26th September, 2020.

11. As regards the affidavit dated 21st December, 2020, it is purported to have been executed in the presence of the Executive Magistrate, but it also bears the signatures and stamp of the other notary public. The date on the stamp affixed purportedly before the Executive Magistrate is 21st December, 2022 and the name of the notary public is recorded as the person, who identified the first informant and her sons, as the deponents in the affidavit. In this regard, when the statement of the said concerned notary, recorded during the course of investigation on 09th October, 2024, is perused, it is found that he has referred to a completely different date i.e. 24th March, 2021. It is stated that on the said date, the first informant as the deponent and her two sons were present and upon verifying their presence, the notary identified them and affixed his stamp on the said affidavit. The difference in the dates recorded in the said document i.e. the affidavit and in the statement of the aforesaid notary, also creates a serious doubt about the veracity of the aforesaid document.

12. Thus, both the documents, on the basis of which this Court

granted interim relief to the applicants on 05th September, 2024, are surrounded by clouds of doubt on the basis of statements recorded subsequently during the course of investigation in October, 2024.

13. The specific allegation in the statement of the first informant is that the applicant No.1 took her to a particular bank and opened her bank account. He trained her in placing her signatures in the context of opening of the said account and allegedly thereafter misused her signed documents to siphon off huge amounts of compensation deposited in her account. It is to be noted that in the aforementioned two documents, which now appear to be surrounded by clouds of doubt, only the thumb impression of the first informant is affixed and there are no signatures. Apart from this, this Court finds that there is an additional reason why this Court ought not to show any further indulgence to the applicants. It is brought to the notice of this Court that one of the witnesses to the purported agreement/*Sathe Karar* notarized on 26th September, 2020, assaulted one of the sons of the first informant on 31st October, 2024, after interim relief was granted in this application on 05th September, 2024. It is further brought to the notice of this Court that charge-sheet is also filed in the said case where offences under Sections 118(1), 352, 351(2), and 3(4) of the BNS have been registered against the accused persons. There is substance in the contention raised on behalf of the intervener that the aforesaid act on the part of the one of the witnesses to the agreement / *Sathe*

Karar allegedly notarized on 26th September, 2020, shows that during pendency of the present application and the interim order operating in favour of the applicants, efforts are being made to tamper with the evidence and to influence the witnesses in the instant case.

14. Considering the documents that have now come to the fore with the progress of the investigation, this Court finds that a *prima facie* case appears to have been made out against the applicants. It is an admitted position that apart from the offences for which the FIR was registered on 08th July, 2024, further offences under Sections 467, 468 and 471 of the IPC have been added. It is to be noted that the maximum punishment for offence under Section 467 of the IPC is imprisonment for life.

15. Considering the overall circumstances, this Court is of the opinion that the application deserves to be dismissed. Accordingly, the application is dismissed. The interim order dated 05th September, 2024, stands vacated. Needless to say, the observations made in this order are limited to deciding this anticipatory bail application.

16. At this stage, the learned counsel for the applicants prays for staying this order for four weeks. In the light of the reasons recorded in this order, this Court is not inclined to grant the prayer. Hence the prayer is rejected.

17. In view of disposal of the anticipatory bail application, intervention application stands disposed of.

(MANISH PITALE, J.)