Ashish

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 2803 OF 2024

Smt Sujata Vitthal Rasal … Applicant

V/s.

The State of Maharashtra … Respondent

Mr. Subhas Jha a/w Mr. Siddharth Jha, Mr. Sumeet Upadhyaya, Mr. Ashish Saxena a/w Mr. Chetan Gogawale i/b Law Global for Applicant.

Mr. S.R. Agarkar, APP for the State-Respondent.

Mr.Rajratna Khairnar, API, Khandeshwar Police Station.

CORAM : AMIT BORKAR, J.

RESERVED ON : OCTOBER 6, 2025

PRONOUNCED ON : OCTOBER 14, 2025

JUDGMENT:

1. The applicant seeks pre-arrest bail under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (BNSS), in connection with Crime Register No.189 of 2024, registered at Khandeshwar Police Station, Navi Mumbai, for offences punishable under Sections 120-B, 420, 465, 467, 468, 471 read with 34 of the Indian Penal Code, 1860.

2. The prosecution case is that in 2022, the complainant purchased a row house at Sector 19, New Panvel, from one Smt. Kanak Durga Satvali for Rs.60 lakh. The sale deed was duly registered before the Sub-Registrar, Panvel-5. The applicant assisted the complainant by advancing Rs.20 lakh as financial help. Out of trust, the complainant allowed the applicant to reside in the said row house without rent or compensation. The complainant kept the original property documents in the bedroom of the said house. On 12 June 2021, when she visited the house, she found one Vivekanand Padval in occupation. Upon inquiry, he informed that he was the owner and showed a rent agreement executed between him and Kanak Durga for a rent of Rs.22,000 per month. He gave the complainant a photocopy of the said rent agreement.

3. The complainant then received a call from Shriram Finance Limited stating that the said property had been mortgaged with them. Upon inquiry, she learnt that the property stood sold in favour of one Indra Pandey and the sale deed was registered in the office of Sub-Registrar, Panvel-4.

4. In 2023, the complainant lodged a complaint at Khandeshwar Police Station, alleging that some person impersonated her and sold the said property to Indra Pandey. The applicant received summons dated 2 September 2023, and accordingly, she appeared before the police on 5 September 2023. She narrated all facts and produced relevant documents, many of which form part of this application. The applicant again received summons on 6 June 2024 and appeared before the police on 10 June 2024. Her statement was recorded again, and she was informed that the matter had been closed.

5. The complainant alleges that it was the applicant who impersonated her and executed the sale transaction with Indra

Pandey through an agent named Gaurav Bhosle for Rs.1.10 crore. The said deal was witnessed by Vimal Pandey and Mohan Singh Javar Singh. Mr. Pandey thereafter mortgaged the property with ICICI Bank and availed a loan of Rs.1 crore. Out of this, Rs.46,42,000 was paid by cheque to Indra Pandey, and Rs.53,55,000 was paid by cheque to the complainant. It is alleged that the applicant took possession of the cheque issued in the name of the complainant and deposited it into a bank account opened in the complainant's name with Bandhan Bank. On 10 July 2019, the applicant entered into a Memorandum of Understanding with Smt. Kanak Durga to purchase the same row house for Rs.60 lakh. She paid Rs.30 lakh at the time of the MoU, duly acknowledged by Kanak Durga. Later, the complainant allegedly offered Rs.10 lakh more to Kanak Durga and got the property transferred in her name. After discussions, the complainant agreed to execute a Deed of Assignment in favour of the applicant for Rs.60 lakh. On 3 August 2020, the applicant paid the balance Rs.30 lakh by cheque and an additional Rs.3,60,000 towards stamp duty. However, the complainant is alleged to have used the stamp duty amount to register another deed in her own favour.

6. The applicant claims that despite repeated requests, the complainant failed to register the deed of assignment and power of attorney in her favour. Consequently, the applicant issued a legal notice dated 14 October 2020 and also lodged a complaint before the Economic Offences Wing, CBD Belapur, on 4 April 2022, and later before Khandeshwar Police Station on 3 June 2024, expressing apprehension of false implication.

7. Learned counsel for the applicant submitted that the present FIR is a counterblast to the complaints filed earlier by the applicant. It was argued that though the complainant allegedly came to know of the transaction on 12 June 2021, she filed the FIR only in 2024. The delay shows that the FIR is an afterthought. The complainant, after receiving Rs.20 lakh as financial help, failed to execute the documents in favour of the applicant and instead sold the property to Indra Pandey for Rs.1 crore. Out of the loan of Rs.1.10 crore obtained by Pandey, Rs.52 lakh was credited to the complainant's account. The applicant contends that the complainant then transferred Rs.8.70 lakh through one Vilas Patil only to create false evidence. The applicant has cooperated with the investigation and submitted all documents. The case is documentary in nature, and custodial interrogation is not necessary. Hence, bail was sought.

8. On the other hand, the learned APP for the State relied upon the statement of purchaser Indra Pandey, who stated that the applicant represented herself as owner of the said property and assured that upon obtaining a loan, 65% of the amount would go to her and 35% would remain with him. After sanction of the Rs.1 crore loan, the purchaser received the amount in two instalments, Rs.46.42 lakh and Rs.53.55 lakh. The cheque of Rs.53.55 lakh was drawn in favour of the complainant and deposited in her account. The purchaser started paying EMIs of Rs.84,000 per month. It was later revealed that the applicant had sold the same flat to one Moreshwar Patil and that the complainant's signature in the sale deed was forged. When confronted, the applicant allegedly told the purchaser that the complainant was in Kuwait and that the transaction would be regularised after her return. The statement of witness Vilas Patil discloses that the applicant opened a bank account in the name of the complainant and received amounts from the purchaser by impersonating her. The documents of the said account remained with the applicant. She also obtained three SIM cards in his name and took him to various offices, instructing him to pose as a developer. Another witness has also supported the prosecution version. The prosecution further points out that the applicant has previous criminal antecedents in FIR No.74 of 2021 for offences under Sections 417, 420, 465, 468, and 471 of the IPC. On these grounds, the learned APP submitted that the application for pre-arrest bail deserves rejection.

9. The applicant seeks pre-arrest bail under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023, in connection with Crime Register No.189 of 2024 registered at Khandeshwar Police Station, Navi Mumbai, for offences under Sections 120-B, 420, 465, 467, 468, 471 read with 34 of the Indian Penal Code. The allegations relate to impersonation, forgery, and cheating in connection with the sale of immovable property.

10. The record discloses that the complainant had purchased a row house from Smt. Kanak Durga Satvali for Rs.60 lakh, which was duly registered in her name. It is not in dispute that the applicant was permitted to occupy the said premises as a licensee without rent or compensation, as she had assisted the complainant financially. The complainant has alleged that the applicant, taking advantage of her possession and trust, impersonated the complainant and executed documents purporting to transfer the property to one Indra Pandey for consideration of Rs.1.10 crore.

11. The prosecution has placed on record the statement of purchaser Indra Pandey, which clearly implicates the applicant. He has stated that the applicant projected herself as the owner of the said property and represented that the complainant was abroad. She assured that the transaction would be regularised upon the complainant's return. He further stated that after sanction of a loan of Rs.1 crore, the amount was disbursed in two instalments, one in favour of the complainant and another in favour of the seller, and that the cheque in the complainant's name was in fact taken and deposited by the applicant herself in an account opened in the complainant's name.

12. The statement of witness Vilas Patil corroborates this version. He stated that the applicant had opened a bank account in the complainant's name, procured SIM cards in his name, and used him to impersonate a developer during the transaction. These statements, coupled with the recovery of documents and digital evidence, indicate a deliberate design to commit forgery and cheating by impersonation.

13. The defence of the applicant that she had earlier entered into a Memorandum of Understanding with Smt. Kanak Durga for purchase of the same property, and that the present complaint is a counterblast, does not inspire confidence. The alleged MoU dated 10 July 2019 and the subsequent deed of assignment relied upon by the applicant are private documents which, at this stage, have not been verified or accepted by any competent authority. The said documents, even if assumed to exist, do not explain how the applicant could have opened a bank account in the complainant's name or deposited a cheque drawn in the complainant's favour.

14. The plea of delay in lodging the FIR also does not assist the applicant. The complainant discovered the alleged impersonation only upon being informed by Shriram Finance Limited that her property was mortgaged, and thereafter made inquiries which revealed that her property had been sold and registered in favour of another. The nature of allegations involves complex financial transactions and forged documents. Delay in such cases cannot by itself be a ground to doubt the prosecution version, particularly when the material collected supports the allegation.

15. The record also discloses that the applicant is involved in another case, being FIR No.74 of 2021, registered for similar offences under Sections 417, 420, 465, 468, and 471 of the IPC. This shows a consistent pattern of conduct. The antecedents of the applicant therefore assume significance while considering the exercise of discretionary jurisdiction under Section 482 of the BNSS.

16. The investigation is at a crucial stage. The statements of witnesses indicate that forged documents were executed, false identities were created, and a bank account was opened in the name of the complainant. Verification of the electronic trail, banking transactions, and handwriting examination are essential.

The role of the applicant in impersonation and conspiracy cannot be effectively investigated without custodial interrogation.

17. The contention that the case is purely documentary and therefore custodial interrogation is unnecessary is misconceived. The offence alleged involves systematic forgery and impersonation. Such offences often require tracing of original instruments, recovery of digital devices, and verification of financial trails. Mere production of documents by the accused does not substitute for custodial examination, particularly where manipulation of records is alleged.

18. The material placed before the Court shows that the applicant played a central role in the fraudulent transaction. The evidence gathered so far discloses prima facie involvement of the applicant in the creation and use of forged documents and impersonation of the complainant. The gravity of the offence, the manner in which it was executed, and the quantum of money involved show that the applicant acted with deliberate criminal intent.

19. In view of the nature of the accusations, the seriousness of the offence, and the need for thorough investigation, this Court is not satisfied that the applicant has made out a case for grant of pre-arrest bail. The apprehension of arrest by itself cannot justify exercise of discretion in favour of the applicant when the record reveals substantial material connecting her with the offence.

20. Therefore, the application for pre-arrest bail stands rejected.

21. It is clarified that the observations made herein are confined to the consideration of bail and shall not influence the trial or further investigation.

(AMIT BORKAR, J.)