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

ANTICIPATORY BAIL APPLICATION NO. 3565 OF 2024

Sunita Rajendra Chaudhari

.. Applicant

Versus

The State of Maharashtra

.. Respondent

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- Mr. Jignesh K. Jain a/w. Ms. Geeta Gaikwad and Ms. Amisha K. Jain, Advocates for Applicant.
 - Ms. Mahalakshmi Ganapathy, APP for Respondent – State.
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CORAM : MILIND N. JADHAV, J.

DATE : FEBRUARY 10, 2025.

P.C.:

1. Heard Mr. Jain, learned Advocate for Applicant and Ms. Ganapathy, learned APP for Respondent – State.

2. This is an Application under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 seeking Anticipatory Bail in connection with C.R.No.I-204 of 2017 registered with Bhiwandi Taluka Police Station for the offences punishable under Sections 406, 420, 465, 467, 468, 471 read with 34 of the Indian Penal Code, 1860 (for short “**IPC**”); Sections 3(b), 8(a) and 13 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963 and Section 3 of the Maharashtra Protection of Interest of Depositors (in Financial Establishments) Act, 1999.

3. Applicant before me is shown as one of the absconding Accused. She is the Sarpanch of Village Malodi wherein the original 7 Accused had undertaken construction. It is an admitted position that original Accused i.e. Shri. Mahavir Patwa Developers and Construction Pvt. Ltd. belonging to the Patwa family and their other associates / partners had obtained permission under the provisions of the Maharashtra Regional and Town Planning Act, 1966 (for short “**MRTP Act**”). Admittedly all original 7 Accused are enlarged on bail.

4. In so far as the role of the present Accused – Applicant is concerned, it is akin with two other Accused namely Mangesh Kondiram Jadhav and Vishal Manohar Shelar who have been granted Anticipatory Bail by this Court by order dated 08.01.2025 in Anticipatory Bail Application Nos.3552 of 2024 and 3556 of 2024 respectively. Whenever any construction is undertaken, Developer has to submit the permission received under the MRTP Act and seek NOC from the local Grampanchayat.

5. Ms. Ganapathy, learned APP has drawn my attention to the facts of the case and would submit that accusation against the Applicant who is the Sarpanch is that there is an element of forgery involved and therefore it is serious in nature. She would submit that apart from the forgery, fabricated documents have also been submitted through the local Grampanchayat, *inter alia*, having/showing

discrepancy in the resolution of the Grampanchayat which was passed, *inter alia*, pertaining to Grampanchayat Malodi's permission/NOC which is issued on the basis of which the Developer has undertaken the construction / development.

6. She would submit that there are two specific charges which are alleged against the Applicant before the Court. Firstly by virtue of her position, she has allowed the manipulation of the resolution which was passed by the local Grampanchayat Malodi giving their NOC for development. Secondly she would submit that *prima facie* there appears to be discrepancy as to the nature of the construction which is manipulated in the Register / NOC issued.

7. In so far as the first allegation is concerned, permission granted by the Grampanchayat is not something on which the development is dependent. Permission is accorded under the MRTP Act in accordance with law and the Regional plan and the Grampanchayat is required to be approached for its NOC under the Maharashtra Village Panchayats Act, 1959. Grampanchayat is not the sanctioning authority for any development.

8. In so far as the second allegation against the Applicant is concerned, if the concerned Accused / Developer has committed anything incongruous in contradiction with the original plan there are adequate measures and provisions in the statute to enable the statutory

authorities to take appropriate action as available in law. Infact provisions of the MRTP Act are such in nature that in the event of such transgression of permission which is granted, the consequences are penal in nature.

9. In the present case, charge-sheet has been filed by the prosecution. Role of the present Applicant – Accused being the Sarpanch is limited to the extent of passing the resolution of the Grampanchayat and the NOC that is granted. Any complicity of the Applicant with the Developer shall be determined in trial.

10. From the above, in my opinion, custodial interrogation of the Applicant is not necessary for any reason as can be seen by me.

11. In view of the above observations, Anticipatory Bail Application stands allowed in terms of prayer clause (a).

12. Application is granted on the following terms and conditions:-

- (i) In the event of the arrest, Applicant be enlarged on bail on executing P.R. Bond in the sum of Rs.25,000/- with one or two sureties in the like amount;
- (ii) Applicant is directed to provide her specimen signature and any document which bears her signature to the Investigating Officer. For that reason, Ms. Ganapathy

would persuade the Court to direct her to remain present before the Investigating Officer. That request of Ms. Ganapathy is undoubtedly accepted. Applicant is directed to remain present on 17.02.2025, 18.02.2025, and 20.02.2025 between 10:00 a.m. to 12 noon before the Investigating Officer and cooperate with investigation and thereafter attend the Investigating Officer as and when called for by the Investigating Officer alongwith the requisite information / documents;

- (iii) Applicant shall furnish particulars of her address and mobile number to the Investigating Officer within two days from today;
- (iv) Applicant shall not misuse her liberty in any manner or influence the informant, witnesses or any person concerned with the case and she shall not tamper with the evidence;
- (v) It is directed that Applicant shall extend complete cooperation in the investigation of the instant case; and
- (vi) Any infraction of the conditions shall entail revocation of this order.

13. Anticipatory Bail Application is allowed and disposed.

[MILIND N. JADHAV, J.]

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