IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 138 OF 2025

BIJU M V VIJAYAN ...APPLICANT
VS
STATE OF MAHARASHTRA AND ANR ...RESPONDENTS

...

Adv. Gajendra Singh Purohit a/w Rahul Tervankar for the Applicant.
Adv. Supriya Kak, APP for the State.
Adv. Salman Aziz Sabuani for the First Informant.
API Annaso Thombre, Sakinaka Police Station.

...

CORAM : RAJESH S. PATIL, J.

DATED : FEBRUARY 26, 2025

P.C.:

1. This an application under Section 482 of the Bharatiya Nagarik Surakhsa Sanhita 2023 for pre-arrest bail in Crime No. 872/2024 registered at Police Station Sakinaka for the offences punishable under Section 420 of the Indian Penal Code, 1860.

2. It is the case of the prosecution and the informant that the informant is in the business of production of advertisement and for shooting purpose, he appoints agents in every state likewise for the state of Kerala, he appointed the present applicant. After meeting the present applicant he understood that the applicant was also in the business of dealing with lands. The informant therefore sought information from the applicant to purchase of land. The applicant

showed him a land, which was liked by the informant and the amount payable was Rs.1.53 crores for the said land. The said amount was entirely paid by the informant however, no agreement for sale or sale deed were registered. The informant went to inquiry with the applicant as to when the said deal would be finalized however, there was no response from the applicant, therefore, the FIR has been lodge.

3. Learned counsel for the applicant submits that the applicant is a line producer. The applicant performed certain works for the informant for which a payment was to be made. The payment made by the informant to the applicant was around Rs.1.53 crores and the said payment was entirely received after deduction of TDS. However, a further sum of Rs.30 lakhs were payable by the informant to the applicant. The applicant also realized that the informant has secured a contract with Tata Motors worth of Rs.200 crores. Since the payment of Rs.30 lakhs was not coming from the informant, the applicant informed the informant that he will have no option but to approach Tata Motors and informed them that inspite of the present applicant carrying out the job work for Tata Motors through the informant, his payment is not being paid. Therefore, the informant got annoyed with the applicant and in retaliation, the present FIR on bogus facts has been lodged. He submitted that there is no question of a criminal action, the present proceedings itself is entirely of a civil dispute and the custody of the

present applicant is not required.

4. Learned counsel for the first informant submits that the applicant has to show the documents to prove the fact that the payment had to be made to him by the first informant. All the invoices which are annexed in the proceedings are bogus and prepared by the applicant to suit his purpose. He submitted that the present informant has been cheated by the applicant, therefore, his custody would be necessary.

5. Learned APP submitted that as of today, the Investigating Officer has informed her that the present applicant is co-operating and will attend the police station as and when required.

6. I have heard the counsel for both the sides and have gone through the documents on record including the invoices and the photocopy of the whatsapp chat exchange between the applicant and the first informant. A question being raised by me to the advocate for the informant about if there was any kind of transaction for a land to be purchase, whether the informant has in his possession any kind of written document, sale deed, agreement of sale, advance payment letter ,MOU etc. To which, the advocate for the informant on instructions submitted that they don’t have any such document with them. The payment of Rs.1.53 crores made by the informant to the applicant is not denied by any of the parties. The question established whether this

payment is for purchase of land or else a payment made as a professional fees to the applicant. The fact remains that the first informant does not have any document to show that there was a land dealing between the parties. Therefore, for me to accept the argument of the advocate appearing for the first informant that there was a land dealing and a sum of Rs.1.53 crores by online transaction was paid to the applicant if difficult to believe.

7. *Prima facie* according to me, this is a completely civil transaction between the parties. Therefore, suffice would be the purpose as of today, if the applicant is granted pres-arrest bail subject to certain conditions. Hence, I pass the following order.

<u>O r d e r</u>

(i) **Anticipatory Bail Application is allowed**.

(ii) The applicant be released on bail in C.R. No. 872/2024 registered with Sakinaka Police Station on furnishing a PR bond of the sum of Rs. 30,000/- (thirty thousand only) and one or two sureties in the like amount to the satisfaction of the jurisdictional Court.

(iii) The applicant shall mark his presence at Sakinaka City Police Station on 3 March 2025, 4 March, 2025 and 5 March 2025 between 11.00 am to 1.00 pm and as an when called for.

(iv) The applicant shall not tamper with the prosecution evidence. The applicant shall not directly or indirectly make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him from disclosing the facts to Court or any police officer.

(v) On being released on bail, the applicant shall furnish his contact number and residential address to the Investigating Officer and shall keep him updated, in case there is any change.

8. **Anticipatory Bail Application is accordingly disposed of as allowed**.

(RAJESH S. PATIL, J.)