



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

ANTICIPATORY BAIL APPLICATION NO. 254/2025

MANOHAR RAMNIWAS AGARWAL AND ANR ...APPLICANTS
VS
STATE OF MAHARASHTRA ...RESPONDENT

...

Adv. Sadanand Shetty a/w Kruti Bhavsar & Pratik Barot for the Applicants.

Adv. Rutuja A Ambekar, APP for the Respondent State.

Adv. Vaibhav Uttam Jagdale for Respondent No.2

None for Respondent No. 3.

...

CORAM : RAJESH S. PATIL, J.

DATED : APRIL 28, 2025

P.C.:

1. On 3 February, 2025 the following order is passed in the present proceeding.

“1. The Applicants are seeking anticipatory bail in connection with the F.I.R. No.0371 of 2024 registered at Wada Police Station, District Palghar under Sections 420, 464, 468 read with Section 34 of the Indian Penal Code, 1860.

2. The Applicants state that they had entered into an agreement of sale with the First Informant regarding a flat in Bhayandar. At that time, there was an outstanding housing loan of Rs.77,81,010/- on the said flat. The Flat was agreed to be sold to the First Informant for a total sum of Rs.1,19,00,000/-. The First Informant agreed to pay the entire consideration by clearing the housing loan from Dhanlaxmi Bank, which was tune of Rs.77,81,010/-. Accordingly, the said amount was paid by the First Informant.

3. It appears that the Applicants also had another loan related to another Flat situated at Five Garden Dadar, Mumbai, amounting to Rs.3,00,00,000/-. The said loan was obtained from Dhanlaxmi Bank. However, the present Applicants were unable to execute a

sale deed, even though possession was given to the First Informant, as the documents pertaining to the Flat at Bhayandar were in the custody of Dhanlaxmi Bank.

4. It appears that though the Dhanlaxmi Bank has received the entire loan amount pertaining to Bhayandar Flat, they are not willing to hand over the original documents of the Bhayandar Flat. On the pretext that there is another loan of the Applicants pending with them concerning the flat situated at Five Gardens, Dadar, Mumbai. In this situation, it is submission of the learned Advocate appearing for the Applicant that for no valid reason, the Dhanlaxmi Bank Limited, having office at Mulund West, Mumbai-400038 is refusing to handover the original documents pertaining to the Bhayandar Flat to the Applicants or to the First In such a situation, the Applicants are seeking to amend Anticipatory Bail Application and add the First informant as a party Respondent No.2. The Applicants are also seeking liberty to add the Branch Manager, Mulund (W) Branch, Rajyog Residency Gr & 1" Floor, Dr. R. P Road, Opposite Vardhaman Nagar, Mumbai-400080 as party Application Respondent No.3 to the Applicant. Liberty is granted, as prayed for.

6. Amendment to be carried out forthwith.

7. The learned Advocate for the Applicant has served copy of the Anticipatory Bail Application to newly added Respondent Nos.2 and 3.

8. Stand over to **11 February 2025.**”

2. Thereafter, the counsel for respondent no. 3-bank appeared in the matter, on instructions of the Dhanlaxmi Bank Ltd. Accordingly, on 9 April 2025, the following order was passed in the present proceeding.

“1. The learned counsel Mr. Rajan Pillai appearing for respondent no.3 submits that the original documents of Flat No.804, Building No.4 known as Bhau Padmann Apartment of Society known as Bhau Padmann Co-operative Housing Society Ltd. has been brought today in Court. He submits that Mr. Vaibhav Jagdale, the learned counsel appearing for respondent no.2 has checked those documents. He submits that Dhanlaxmi Bank is ready to hand over the said documents to Mr. Vaibhav Jagdale, as the learned counsel Mr. Sadanand Shetty appearing for the applicants, the original owners of the flat have given no objection if all the original documents of the

Bhayander Flat has been handed over to the informant as per the order dated 4/4/2025.

2. The learned counsel Mr. Pillai is permitted to hand over all the original documents of Flat No.804 to the learned counsel Vaibhav Jagdale appearing for respondent no.2. Respondent no.2 is present in the Court and she has been identified by the learned counsel Vaibhav Jagdale.

3. The learned counsel Vaibhav Jagdale further submits that all those original documents would be handed over to TATA Finance would in turn prepare cheque/demand draft of Rs.22,19,000/- in favour of the applicants in order to complete the transaction as far as Flat No.804 is concerned.

4. The statement made by the learned counsel Vaibhav Jagdale on behalf of respondent no.2 is accepted by this Court.

5. The copy of the covering letter dated 7/4/2025 of Dhanlaxmi Bank addressed to the lawyer wherein the documents pertaining to Flat No.804 has been mentioned is taken on record and marked 'X-1' for identification.

6. Stand over to **28/4/2025** under the caption "**for compliance**".

7. The ad-interim protection granted earlier to continue till the next date of the hearing."

3. The counsel appearing for respondent no. 2 submits that the process of handing over of the original documents as far as the flat No. 804, 8th floor of building no. 4 known as Bhau Padmann Apartment of Society known as Bhau Padmann Co-op. Hsg. Soc. Ltd., situated at Annpurna Estate Phase-II Bhayandar (E), Dist- Thane 401105 is concerned has been started and the same is followed up with Tata Finance in order to prepare a Demand Draft for a sum of Rs.22,19,000/- in the name of the applicants. He submits that the whole process would take around 25 days to complete the transaction as regards the flat no.

804, situated at Annpurna Estate Phase-II Bhayandar (E), Dist- Thane 401105. The submissions made by the Advocate for respondent no. 2, are accepted as undertaking given to this Court.

4. The respondent no. 2 has no objection if the present proceeding can be disposed off, as he has received all the original documents and he is thankful to the Bank Authorities and the present applicants who have co-operated.

5. After hearing of the learned counsel for the parties, I am satisfied that the case is made out to allow the present anticipatory bail application. Hence, I pass the following order.

ORDER

(a) **The anticipatory bail application is allowed.**

(b) In the event of arrest in connection with Crime No. 371/2024 registered with Wada Police Station, District Palghar, the applicants shall be released on bail, on furnishing P.R. bond to the extent of Rs.20,000/- each with one or more sureties each of the like amount.

(c) The applicants shall co-operate with the investigation and attend and meet the investigating officer as and when called for.

(d) The applicants shall not directly or indirectly make any inducement, threat or promise to any person

acquainted with facts of case so as to dissuade them from disclosing the facts to Court or any Police Officer and further, the applicants shall not tamper with the evidence in any manner whatsoever.

(e) The applicant shall furnish details of their residential addresses, contact numbers and e-mail addresses to the investigating officer.

6. Needless to say, violation of any of the aforesaid conditions would make the applicants liable to face proceedings for cancellation of anticipatory bail. It is clarified that the observations made in this order are limited to the question of grant of anticipatory bail to the applicants in the present application, and that the trial Court shall proceed further, without being influenced by the observations made in this order.

7. **The anticipatory bail application is disposed off.**

(RAJESH S. PATIL, J.)