IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.543 OF 2025

RAMCHANDRA GANNE CHAUHAN AND ORS. ...APPLICANTS
VS
STATE OF MAHARASHTRA AND ANR ...RESPONDENTS

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Adv. Rammani Upadhyay for the Applicants.
Adv. Nitin B. Patil, APP for the State.
API Vinod Chimda, Samta Nagar Police Station.

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CORAM : RAJESH S. PATIL, J.

DATED : MARCH 6, 2025

P.C.:

1. The applicants have filed the present application for grant of pre-arrest bail under Section 482 of the Gharatiaya Nagarik Surakhsa Sanhita, 2023 (BNSS) for enlarging them on bail in C. R. No. 95/2025 registered at Samtanagar Police Station, Mumbai City for the offences punishable under Sections 380, 448 and 457 r/w 34 of the Indian Penal Code, 1860.

2. It is the case of the prosecution in the complaint which is attached to the FIR that the informant has paid the amount of Rs. 39,70,000/- in installments to the applicants as a sale consideration for purchasing the property of the applicants. Initially there was a leave

and license agreement executed for the said premises between the first informant and the applicants. Subsequently, as the first informant was interested in purchasing the property, an agreement of sale was prepared and the entire consideration amount was paid to the applicants. However, they refused to give possession of the subject premises to the first informant neither did they repay the said amount of Rs.39,70,000/-. Therefore, an FIR has been lodged.

3. Mr. Upadhyay, learned counsel for the applicants submits that the applicants are the owners of the subject property. There was a registered leave and license agreement dated 8 July, 2021 entered into between the applicant no. 3 and the first informant for a period of 11 months. After the said period of 11 months was expired, since the first informant went behind bars, on 24 December, 2021 for a period of three years, second leave and license agreement was entered into between the applicant no. 3 and the wife of the first informant. He submits that the alleged agreement of sale is a bogus document. In the said agreement of sale, the sale consideration mentioned is Rs.20,00,000/- by cash, but if one looks into the FIR, the sale consideration is mentioned as Rs.39,70,000/-, again by cash. He submits that the police have not verified any documents and only on the basis of statement made by the informant, they are harassing the applicants. There are no antecedents reported against the present

applicants. The applicants are ready to co-operate with the police.

4. The learned APP submits that apart from the subject premises, there is one more property which was to be sold by the applicants to the first informant. Hence, the amounts mentioned in the agreement of sale and in the FIR, are different. He submits that once there is an agreement of sale, there was no need for a second leave and license agreement. He submits that the second leave and license agreement alleged to be entered between the applicant no. 3 and the wife of the first informant, is a bogus document. He submits that the police will verify all the documents and check the signatures on all the documents. However, the custody of the present applicants would be necessary in order to carry out the investigation.

5. I have heard the counsel for both the sides and with their assistance, I have gone through the FIR and the documents on record including the alleged agreement of sale so also, the leave and license agreement. What is important to see is that the leave and license agreement dated 8 July, 2021 is a registered document entered into between the applicant no. 3 and the first informant. The duration of the said agreement was for a period of 11 months. While the agreement was in subsistence, the first informant was arrested in a crime registered against him under POCSO. Admittedly, he was in prison for a period of three years.

6. The claim of the first informant is that there was an agreement of sale between the applicant no.3 and the first informant dated 13 October, 2021 and a consideration amount Rs. 20,00,000/- was paid by cash. Therefore, the first informant and the APP wants me to believe that for a property in the city of Mumbai, total consideration amount has been paid by cash. The said document ultimately if considered as genuine, is just an agreement of sale. It is nobodies case that there was a sale deed or conveyance deed executed. Interestingly, in the FIR, the consideration amount is mentioned as Rs.39,70,000/-. Again it is claimed that the said amount was paid entirely by cash to all the applicants. It is hard for me to believe that the entire consideration so called Rs.39,70,000/- was paid by cash.

7. As fairly stated by the APP there are no antecedents as far as the present applicants are concerned. According to me, a case has been made out by the applicants that the physical presence of the applicants for interrogation is not necessary for completion of investigation. Hence, I pass the following order.

ORDER

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

(b) In the event of arrest in connection with C.R.No.95/2025 registered with Samtanagar Police Station, Mumbai City the applicants shall be released on bail, on furnishing P.R. bond to the extent of Rs.20,000/- each with one or two sureties each of the like amount.

(c) The applicants shall attend the concerned police station as and when they are 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 shall not tamper with evidence.

(e) The applicants shall furnish details of their residential address, contact number and email address to the Investigating Officer.

8. The anticipatory bail application is disposed of as allowed.

(RAJESH S. PATIL, J.)