IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 1186 OF 2025

Santosh Mahabala Shetty …Applicant

V/s.

The State of Maharashtra & Anr. ...Respondents

WITH
CRIMINAL APPLICATION NO. 238 OF 2025

Mr. Aadil Parsurampuria a/w Adv. Ameya Khot i/b Legal Vision for the Applicant.
Mr. T. G. Khan, APP for the Respondent/State.
Adv. Prajakta Deshmukh, a/w Mr. Kishor Shetty, Ms. Sudha T., Mr. Akshay M., Advocate for Respondent No.2.

CORAM : N.R. BORKAR, J.
DATE : 22.09.2025.

P.C. :

1. This is an application for Anticipatory Bail.

2. The applicant is apprehending his arrest in Crime No. 0342 of 2025 registered at D. N. Nagar Police Station, Mumbai, for the offences punishable under Sections 420 and 406 read with 34 of the Indian Penal Code.

3. It is the case of the prosecution that the present

applicant and first informant are brothers. In 2017, the applicant urged the first informant to purchase a flat in the project being developed by ‘M/s. Surya Landmark Developers Pvt. Ltd.’ Despite of the initial disapproval of the first informant to purchase the same, the applicant introduced the first informant to the Developers/co-accused Vipul Shah and Murli Shah, who convinced the first informant to purchase a flat. Accordingly, letter of allotment dated 28.07.2017 was issued in the name of the first informant and his wife by the said developers. Thereafter, a MOU dated 08.08.2017 was executed between the said Developers and the first informant and his wife. As per the said MOU, it was agreed that the Agreement for Sale with regards to Flat no.2B shall be executed on or before 31.10.2017 and the possession of the said flat shall be handed over to the first informant by 31.03.2018. Towards the purchase of the said flat, the first informant has paid a total amount of Rs.1,09,00,000/- to the said developers from 15.06.2017 to 25.09.2017. Subsequently, in March 2022, the applicant approached the first informant and told him that the developers are intending to sell the said Flat no.2B to some third party, therefore, in order to avoid the same, a sale deed requires to be registered and demanded Rs.20,00,000/- for the said purpose. On 21.03.2022, the first informant transferred a sum of Rs.12,00,000/- to the bank account of the applicant vide NEFT. However, despite of the MOU and allotment letter in favour of the first informant as well as the abovementioned payments made by the first informant, it is alleged that the applicant and the developers executed a Conveyance Deed dated 26.03.2022 in respect of the said flat in favour of the applicant and thereby defrauded the first informant. Consequently, the present crime was registered.

4. The learned counsel for the applicant submits that the applicant had paid amount of Rs.40,00,000/- to the first informant. It is submitted that on the instructions of the first-informant, the applicant had paid the amount of Rs.45,00,000/- to one Santosh Raghu Shetty. It is submitted that the first informant thus consented for the execution of the conveyance deed in favour of the present applicant. The learned counsel submits that even if the allegations are accepted at their face value still offences under Section 406 or 420 would not be made out. It is submitted that there is no need for custodial interrogation and the applicant is willing to cooperate in the investigation.

5. On the other hand, the learned APP for the respondent-State and the learned counsel for the Respondent No.2-first informant submit that the applicant had not paid any amount to the first informant. The learned APP submits that during the course of investigation, investigating officer has recorded the statement of said Santosh Raghu Shetty and according to him he has returned the money back to the present applicant. It is submitted that considering the overall facts and circumstances, the application be rejected.

6. Admittedly, the allotment letter was issued in the name of the first informant and his wife. The Memorandum of Understanding dated 08.08.2017 was also executed in their favour. The fact that the first informant had paid the amount of Rs.1,09,00,000/- towards the consideration of the flat in question is not in dispute. There is nothing to show that the first informant consented for execution of the conveyance deed in favour of the present applicant. In the facts and circumstances in my view, *prima-facie* Section 420 of the Indian Penal Code would be made out. In that view of the matter, I am not inclined to release the

applicant on anticipatory bail. The Application is rejected.

7. The learned counsel for the applicant submits that to enable the applicant to approach the Hon'ble Supreme Court, the interim protection from arrest granted by this Court be continued for a period of two weeks.

8. The learned APP and the learned counsel for the respondent No.2-first informant submits that in the facts and circumstances of the case, the interim protection may not be continued.

9. However, as the applicant wants to approach the Hon'ble Supreme Court, the Interim order passed by this Court shall remain in force for the period of two weeks.

10. Criminal Application No. 238 of 2025 be de-tagged.

[N.R.BORKAR, J.]