IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 1594 OF 2024

Shobha Naresh Bhatia ...Applicant

V/s.

The State of Maharashtra and Anr. ...Respondents

Mr. R. B. Mokashi, a/w Mr. Aditya R. Mokashi, Advocate for the Applicant.
Mr. V. N. Sagare, APP for the Respondent/State.
Adv. Darshana K., Advocate for Respondent No.2.

CORAM : N.R. BORKAR, J.
DATE : 21.01.2026.

P.C. :

1. Mentioned out of turn.

2. This is an application for Anticipatory Bail.

3. The applicant is apprehending her arrest in Crime No. 75 of 2024 registered at Chembur Police Station, for the offences punishable under Sections 406 & 420 of the Indian Penal Code, 1860.

4. It is the case of the prosecution that, on 11.02.2021, the applicant executed agreement of sale in favour of first

informant in respect of flat owned by her. It is alleged that total consideration was Rs.1,75,00,000/- and at the time of execution of agreement of sale, the first informant had paid an amount of Rs.48,20,000/- to the applicant. Lateron, the first informant had found that the applicant had sold the said flat to third party. It is alleged that the first informant had requested the applicant to return the earnest amount, however, she refused to do so. The report was thus lodged. During the course of investigation, it was found that the flat in question was mortgaged with the bank and they sold it in auction.

5. I have heard the learned counsel for the applicant, the learned APP for the respondent-State and learned counsel for the first informant.

6. The learned counsel for the applicant submits that dispute, if any, between the parties is of civil nature. It is submitted that with ulterior motive, the FIR came to be lodged after expiry of period of limitation for filing suit for recovery of amount. It is submitted that the fact of mortgage was disclosed and in support of the said submission, the learned counsel for the

applicant has drawn my attention to clause No. 14 of the agreement of sale.

7. On the other hand, the learned APP for the respondent-State and learned counsel for the first informant submit that the fact that the flat was mortgaged with the bank was not disclosed. The learned counsel for the first informant submits that on 31st July, 2024, the statement was made before this Court that the applicant would explore the possibility of settlement, however, till date she had not contacted the first informant. It is submitted that considering the nature of crime the applicant may not be released on anticipatory bail.

8. I have perused the Clause No.14 of agreement of sale. The said clause reads thus :

> 14. The PARTY OF THE FIRST PART shall clear all the outstanding payments for the said Flat Premises like Bank Loan, property tax, maintenance charges, etc. payable to the said Society and all utility charges or any other dues of the said Flat Premises till the date of execution of the sale deed and keep indemnified at all times the PARTY OF THE SECOND PART and each of them against any claim in this regard.

There is no reference of mortgage in the said clause. On the basis of vague reference in the said clause in respect of bank loan, I am not inclined to accept the submission of the learned counsel for the applicant that said clause shows that flat was mortgaged. Considering the overall facts and circumstances, I am not inclined to release the applicant on anticipatory bail. The application is rejected.

[N.R.BORKAR, J.]