

Ajit Pathrikar

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION  
BAIL APPLICATION NO. 654 OF 2025**

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|----------------------------|---------------|
| Brijesh Vidyaprasad Mourya | ...Applicant  |
| Versus                     |               |
| State Of Maharashtra       | ...Respondent |

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**Mr. Aniket Nikam** *i/b Sumit Patil, for the Applicant.*  
**Ms. Megha S. Bajoria**, *APP for the State-Respondent.*  
**PI – S. A. Chavan**, *EOW MBVV, Nalasopara Police Station, is present .*

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**CORAM    DR. NEELA GOKHALE, J.**  
**DATED:    9<sup>th</sup> FEBRUARY 2026**

**PC:-**

**1.** The Applicant seeks his release on bail in connection with C.R. No. 104 of 2020 dated 14<sup>th</sup> March 2020 registered with the Nallasopara Police Station, Dist. Palghar for the offences punishable under Sections 406, 409, 420 and 34 of the Indian Penal Code, 1860 ('IPC') and Sections 3 and 4 of the Maharashtra Protection of Interest of Depositors Act, 1999 ('MPID Act').

**2.** The facts of the case, in brief, are that in the year 2012, the First Informant noticed an advertisement issued on behalf of Prathvi Builders and Developers regarding the construction of Dream Nirman project. The First Informant, desirous of purchasing flat, visited the office of Prathvi Builders and Developers and met the Applicant along with Chandrakant Patel, Pawan Tiwari, Munna Sharma. The First Informant was shown the site where the construction project was to be undertaken. On being satisfied by the same, in January 2023 the First Informant paid an amount of Rs.51,000/- in favour of Parthvi Builders and Developers as a booking amount. Thereafter, there was an inter-se dispute among the partners and the office was closed. The mobile phones of the accused were also switched off. When the First Informant visited the site of the Dream Nirman project, he realised that the Applicant was not the owner of the project and that one Mohammad Chand Shaikh was the owner of the project. Mohammad Chand Shaikh showed the First Informant the project and informed him that he had no agents or brokers.

**3.** The First Informant, then arranged for a housing loan of Rs.15 Lakhs and a cheque was issued by the bank in the name of the Dream Nirman Project. Since, the First Informant did not receive possession of the flat, he started pursuing Mohammad Chand Shaikh and the Applicant. As he did not get satisfactory answers from the Applicant and others, he filed an FIR with the Nallasopara Police Station. In the course of investigation, the role of the Applicant and other accused was revealed and accordingly, the Applicant was arrested on 20<sup>th</sup> August 2024. The charge-sheet is filed and the trial is not yet commenced.

**4.** The Applicant along with co-accused one Pawan Tiwari, filed bail applications before the Trial Court seeking bail. However, by order dated 2nd January 2025, the same were rejected. Hence, the Applicant is before this Court for the relief as prayed.

**5.** Mr. Aniket Nikam, learned counsel for the Applicant, submitted that this is case of false implication. The statement

of all the witnesses are similar and the Applicant was only working as an agent. Mr. Nikam submits that the provisions of MPID Act are not applicable and it is the co-accused namely, Mohammad Chand Shaikh, who has failed to deliver the possession. He thus prays that the Applicant be enlarged on bail.

**6.** Ms. Megha Bajoria, learned APP, submitted that the Applicant has antecedents pertaining to the similar offences. She further submitted that the Applicant with other co-accused has set up a partnership firm with equal sharing of profit and loss. Admittedly, some amount is received by the present Applicant. This is a case of misrepresentation and fraud and despite not owning the project, the Applicant and other co-accused lured the Complainant to invest in the project. The offence is serious as gullible and vulnerable persons are lured to purchase flats; after receiving money from them, there is no sign of completion of the project. The Applicant has allegedly received a sum of Rs.2,03,23,000/- in

the account of Prathvi Builders and Developers as booking amounts. The Applicant has  $\frac{1}{4}^{\text{th}}$  share in the partnership firm. Hence, the Application be rejected.

**7.** I have heard learned counsel appearing for the respective parties and perused the record with their assistance.

**8.** Admittedly, the principal accused Mohammad Chand Shaikh is protected by an order of anticipatory bail passed by a co-ordinate Bench of this Court dated 31<sup>st</sup> July 2023. It is recorded in the order that Mohammad Chand Shaikh has agreed to complete the project and hand over possession to the flat purchasers. It is also recorded in the said order that the dispute is settled and Mohammad Chand Shaikh had agreed to fulfill his obligation mentioned in the consent terms. The consent terms also include grievances with other flat purchasers. On these observations, the co-ordinate Bench of this Court has protected the main accused and two others by an order of anticipatory bail.

**9.** I have perused the aforesaid order. It does appear that Mohammad Chand Shaikh, the principal accused is enjoying protection of this Court on the basis of some consent terms filed before that Court. The present Applicant is one of the partners in Prathvi Builders and Developers. He is in custody since 20<sup>th</sup> August 2024. The charges are not framed and it is unlikely that the trial will conclude within a foreseeable future.

**10.** During the course of the arguments, Mr. Aniket Nikam, learned counsel for the Applicant, on instructions, offered to deposit an amount of Rs.30 Lakhs in installments in the Registry of this Court. He placed on record an undertaking-cum-affidavit dated 13<sup>th</sup> January 2026. As per the said undertaking, the Applicant has offered to deposit an amount of Rs.15 Lakhs prior to his release from jail; Rs.5 Lakhs on or before the expiry of one month from his release on bail; Rs.5 Lakhs on or before the expiry two months from his release on bail and Rs.5 Lakhs on or before the expiry of three months

from his release on bail. The said undertaking is taken on record and accepted by the Court.

**11.** Considering that in addition to the long incarceration, the Applicant has also shown his bonafides. I am inclined to enlarge the Applicant on bail on the following conditions:

**ORDER**

- i) The Applicant be enlarged on bail, on executing PR Bond in the sum of Rs.50,000/ with one or two local sureties in the like amount;
- ii) The Applicant shall attend the Police Station concerned, on first Monday of every month between 10:00 a.m. and 12:00 p.m., till the charges are framed. He shall also attend the Trial Court concerned on each and every date as directed, till the conclusion of the trial, save and except if the Applicant is exempted from appearance by orders of the Trial Court.
- iii) The Applicant shall not leave Maharashtra, without permission of the Trial Court;

- iv) If the Applicant has not deposited his passport, the Applicant shall deposit the same with the concerned Police Station, if any;
- v) The Applicant shall not leave India, without permission of the trial Court;
- vi) The Applicant shall not tamper or attempt to influence or contact the complainant, witnesses or any person concerned with the case;
- vii) The Applicant shall inform his latest place of residence and mobile contact number immediately after being released and / or change of residence or mobile details, if any, from time to time to the Court seized of the matter and to the Investigating Officer of the concerned Police Station;
- viii) The Applicant to co-operate with the conduct of the trial;
- ix) Any infraction of the aforesaid conditions shall entail cancellation of bail.

**12.** Application is allowed in the above terms and is accordingly disposed of.

**13.** It is made clear that the observations made herein are *prima facie* and are confined to this Application and the Trial Judge to decide the case on its own merits, uninfluenced by the observations made herein.

**(Dr. Neela Gokhale, J)**