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

**ANTICIPATORY BAIL APPLICATION NO. 3447 OF 2025**
**WITH**
**INTERIM APPLICATION NO. 1215 OF 2026**
**IN**
**ANTICIPATORY BAIL APPLICATION NO. 3447 OF 2025**

1) Mrs. Sadhana Purab Obhan
2) Mr. Purab Joginder Obhan .... Applicants
v/s.
The State of Maharashtra and anr. .... Respondents

**WITH**
**INTERIM APPLICATION NO. 4778 OF 2025**
**IN**
**ANTICIPATORY BAIL APPLICATION NO. 3447 OF 2025**

Mujeebur Rehman Khan ..... Intervenor

In the matter between :-
1) Mrs. Sadhana Purab Obhan
2) Mr. Purab Joginder Obhan .... Applicants
v/s.
The State of Maharashtra and anr. .... Respondents

Mr. Mahesh Vaswani a/w. Ms. Shreya Tiwari for the Applicants.
Mr. Tanveer Khan, APP for the Respondent No.1 – State.
Mr. Mateen Shaikh for Respondent No.2.
Mr. Wakhare, PSI, Sakinaka Police Station, present.

**CORAM : SHYAM C. CHANDAK, J.**
**DATED : 05th JUNE, 2026**
**(VACATION COURT)**

**P.C.** :-

1) The Applicants are apprehending their arrest in an FIR bearing C.R.No.982/2025 registered with Sakinaka Police Station, Mumbai under Sections 3(5), 316(2) and 318(4) of the Bharatiya Nyaya Sanhita, 2023 on the report dated 18/10/2025 filed by Respondent No.2.

2) Heard Mr. Vaswani, learned Counsel for the Applicants, Mr. Khan, learned APP for Respondent No.1 – State and Mr. Shaikh, learned Counsel for Respondent No.2-Intervenor/First Informant.

3) The prosecution story is that in April 2025, the informant had entered into an Agreement to sale with the Applicants. Thereunder, the informant had agreed to purchase the subject matter tenement owned by the Applicants for a consideration of Rs.1,95,00,000/-. At that time, the Applicants had impressed upon the informant that their tenement was free from all encumbrances and no society maintenance amount was due against it. Accordingly, MoU was signed by the parties and it was notarised. Thereafter, till June 2025, the informant paid total Rs.79,00,000/- in the bank account of Applicant No.1 towards the part consideration. In June 2025, the informant learnt that loan amount of Rs.70-80 Lakhs of Reliance Bank was outstanding against the said tenement and there are arrears of Society maintenance of Rs.20,00,000/-. The informant, therefore, inquired with the Applicants on phone and whats-app about the said dues. In turn, Applicant No.1 told the informant that he will clear the outstanding loan as well as the arrears of the maintenance and obtain necessary NOC from the Bank and the Society. Additionally, Applicant No.1 instructed the informant to send more money on the pretext that he was in dire need of it. Therefore, the informant relied upon the said assurance of Applicant No.1 and paid more money. Till 05/07/2025, the informant had paid Rs.1.20 Crores. Thereafter, it was agreed between the parties that the balance amount of Rs.75,00,000/- will be paid on the date of registration of the sale deed. Then, as suggested by the Applicants, the informant met with them on 17/07/2025 at their residence. Advocate Mr. Abinandan Doshi was present there. At that time, the Applicants told the informant that they cannot go ahead with the transaction as they had received a notice from NCLT. Yet, they assured the informant that they will resolve the issue by 25/07/2025.

Accordingly, Advocate Mr. Doshi endorsed on the MoU. Thus, the informant was again made to trust upon the Applicants. Nevertheless, the Applicants did not come forward to execute the registered Sale Deed and despite repeated demands by the informant, avoided the Sale Deed and refund of Rs.1.20 Crores, falsely stating that, they will procure the documents required for registration of the sale deed. Thus, the Applicants cheated the informant and misappropriated his money. Therefore, the aforesaid crime came to be registered.

4) Mr. Vaswani, the learned Counsel for the Applicants submitted that the dispute between the parties is civil in nature. However, giving it a colour of crime, the informant has filed the said FIR with an oblique motive and to recover the consideration amount of Rs.1,20,00,000/-. The FIR mentions that in June 2025 itself the alleged falsity of the Applicants had surfaced and came to the knowledge of the informant. Yet, he paid them an additional amount of Rs.40,00,000/-. This sole fact falsify the narration in the FIR that the Applicants had suppressed the fact of the outstanding loan and the arrears of the Society maintenance. Mr. Vaswani submits that the investigation relates to only collection of the documentary evidence, *i.e.*, the MoU and statement of the bank accounts of the parties which can be easily and independently collected by the I.O. As such, custodial interrogation of the Applicants is not essential. Although the Applicants have antecedents, they are released on bail in the said crimes. Therefore, the Applicants are entitled for bail. To buttress his submissions, Mr. Vaswani has relied upon the following reported decisions :-

1. Gurbaksh Singh Sibbia & Ors Vs. State of Punjab (1980) 2 SCC 565
2. Sham Bhatia Vs. State of Maharashtra (Cri. Application No. 605 of 1988) decided on 23/03/1988.
3. Tarmindar Mehtab Vs. The State of Maharashtra (ABA No. 4 of 2014) decided on 17/04/2014.

4. SC-Dilip Singh & Ors Vs. State of M.P. & Anr (Criminal Appeal No. 53 of 2021) decided on 19/01/2021.
5. SC-Bimla Tiwari Vs. State of Bihar & Ors (SLP (Crl.) Nos. 834-835 of 2023) decided on 16/01/2023
6. Ashok Kumar Vs. State of U.T. Chandigarh (SLP (Cri.) No. 9949 of 2023) decided on 01/03/2024
7. SC-Ankit Mishra Vs. State of M.P. & Anr 2025 SCC OnLine SC 809
8. SC-Prantik Kumar & Anr Vs. State of Jharkhand (SLP (Crl.) D. No. 4297 of 2026 decided on 03/02/2026.

5) Mr. Khan, the learned APP for the Respondent No.1 – State and Mr. Shaikh, the learned counsel for the informant-Respondent No.2, on the other hand, submitted that entire crime is committed in a planned manner. For that end, the Applicants have suppressed the fact of the outstanding loan, the arrears of the Society maintenance amount, initiation of the proceedings under the IBC and thereby induced the informant to part with huge amount of Rs.1.2 Crores in a short span of time. After receiving the part considerations, the Applicants never tried to repay the loan, clear the arrears of the maintenance and obtain the require documents to complete the transaction. Nor they showed willingness to register the sale deed or to refund the part consideration amount received from the informant. Thus, this is a clear case of cheating. Looking at the nature of the offence, custodial interrogation of the Applicants is necessary to collect the evidence and recover the money of the informant. They have submitted that similar 10 crimes have been registered against the Applicant No.2 in the past and Applicant No.1 is also an accused in some of the said crimes. However, the Applicants did not disclose all the said crimes and its details which is one of the reasons of the pre-arrest bail by the Sessions Court. As such, both the Applicants are not entitled for bail as prayed for.

6) I have considered these submissions and gone through the reported cases cited by Mr. Vaswani.

7) At the outset, it is important to note that the FIR clearly states that when the informant entered into the Agreement to Sale/MoU, the Applicants had told him that the tenement was free from encumbrances and Society maintenance charges. Therefore, the informant entered into the said MoU and paid certain amount. Thereafter, when the informant came to know about the outstanding loan and arrears of the maintenance charges, he confronted the Applicants with the said fact. However, they did not deny that liability and instead promised the informant that they would clear the said dues. Thus, they caused the informant to safely rely upon them and continue paying the additional money. Hence, the informant paid them additional Rs.40,00,000/-. Finally, when the NCLT issued the notice, the Applicants promised the informant that they will resolve the matter by 25/07/2025. However, they did not and instead, avoided to execute the Sale Deed or to refund the amount of Rs.1.20 Crores as demanded by the informant from time to time. If indeed, the Applicants wanted to complete the subject transaction by executing the Sale Deed, first they would have cleared the loan amount and the Society maintenance charges using the same amount of Rs.1.20 Crores received from the informant. Similarly, when the Applicants expressed their inability to execute the Sale Deed on account of the notice from NCLT, they could have refunded the amount of Rs.1.20 Crores. However, neither the Applicants cleared the existing liability nor refunded that amount. The Applicants have not informed as to where the said amount has been lying. On query, Mr. Vaswani submitted that the Applicants have used that amount for other transactions. However, the nature of the said transactions is not explained by him. As against this, Mr. Khan, the learned APP, on instructions from the I.O. submitted that out of Rs.1.20 Crores, some amount has been withdrawn and some has been diverted to different accounts.

8) Cheating, as defined under the BNS, revolves around the core idea of

deception coupled with dishonest or fraudulent intention, leading a person to deliver property or act in a manner he otherwise would not have, thereby causing harm or loss. The element of deception is the very foundation of the offence of cheating. Deception involves intentionally causing a person to believe something that is false, either by making a false representation, concealing material facts, or creating a misleading impression through words or conduct. It is essential that such deception exists at the very inception of the transaction and is accompanied by a dishonest or fraudulent intention. Mere breach of promise or failure to fulfill an obligation does not amount to cheating unless it is shown that the accused had the intention to deceive from the beginning. Thus, deception acts as the starting point that triggers the chain of inducement and resulting damage, making it a crucial element in establishing the offence of cheating. Making a false representation is one of the most common forms of deception in the offence of cheating. It involves knowingly stating something untrue with the intention to mislead another person.

9) In *Prahlad Singh Bhati Vs. NCT of Delhi And Another*, reported in (2001) 4 SCC 280, the Supreme Court stated the principles which are to be considered while granting bail and it reads :

> *“8. The jurisdiction to grant bail has to be exercised on the basis of well-settled principles having regard to the circumstances of each case and not in an arbitrary manner. While granting the bail, the court has to keep in mind the nature of accusations, the nature of evidence in support thereof, the severity of the punishment which conviction will entail, the character, behaviour, means and standing of the accused, circumstances which are peculiar to the accused, reasonable possibility of securing the presence of the accused at the trial, reasonable apprehension of the witnesses being tampered with, the larger interests of the public or State and similar other considerations. It has also to be kept in mind that for the purposes of granting the bail the Legislature has used the words "reasonable*

> *grounds for believing" instead of "the evidence" which means the court dealing with the grant of bail can only satisfy it as to whether there is a genuine case against the accused and that the prosecution will be able to produce prima facie evidence in support of the charge. It is not excepted, at this stage, to have the evidence establishing the guilt of the accused beyond reasonable doubt."*

10) In the case on hand, from the material on record, it is apparent that since beginning the Applicants were carrying an intention to cheat the informant. Otherwise, they would not have suppressed the fact of the unpaid loan amount and the maintenance charges nor they would have impressed upon the informant that the tenement was free from such monetary liability. The Applicants' said act/omission succeeded in deceiving the informant and induced him to pay the Applicants Rs.1.20 Crores as the part consideration. Looking at the said conduct of the Applicants, *prima facie* it appears that they knew that if they do not recourse to suppression of fact and misrepresent to the informant, he would not enter into the Agreement to Sale and they would not get the desired consideration amount. Since the Applicants have not satisfactorily explained the use of the informant's money, a legitimate inference is permissible that they have misappropriated the said money. Thus, there is a *prima facie* case against the Applicants of having committed the alleged offence. Mr. Shaikh, the learned Counsel for the Applicants submitted that the informant has paid the said amount by selling his own house. Said money must be his lifetime savings. Yet, the Applicants have cheated him. The conduct of the Applicants indicate that they do not want to repay the loan amount which is the public money. As such, the offence is serious in nature.

11) Now adverting to the question about necessity of the custodial interrogation of the Applicants. The evidence as to how the Applicants have withdrawn/transferred the money received from the informant and where

that money has been presently lying, this mystery can be resolved only by way of the custodial interrogation of the Applicants. Whatever material evidence may be revealed during such interrogation, would certainly strengthen the investigation and help the I.O. in arriving at a logical conclusion. Therefore, grant of bail to the Applicants is likely to hamper the investigation.

12) The Applicants have not disputed that similar 10 crimes have been registered against the Applicant No.2 in the past and Applicant No.1 has been involved in some of the said crimes. In those crimes, the Applicants have been released on bail, submits Mr. Vaswani. However, One of the considerations in granting bail is ensuring that the accused is not placed in a position that may lead to the commission of additional offences. Considering the facts and circumstances of the case in hand, it appears that, the Applicants have no regard to the law and therefore, grant of bail will certainly encourage them to commit additional such crime, which is against the principles of grant of bail.

13) Having thus considered the aforesaid facts of the present case in juxtaposition with the reported cases cited by Mr. Vaswani, I am of the opinion that, no case is made out for grant of the anticipatory bail. As a result, the instant Anticipatory Bail Application is liable to be rejected and it is rejected, accordingly.

14) Consequently, the pending Interim Applications also stand disposed of.

**(SHYAM C. CHANDAK, J.)**

PREETI HEERO JAYANI

Digitally signed by PREETI HEERO JAYANI
Date: 2026.06.09 10:56:53 +0530