

(2013) 07 BOM CK 0282

In the Bombay High Court

Case No : Anticipatory Bail Application No. 433 of 2013

Shri. Deepak Mahesh Jaiswal and Another

APPELLANT

Vs

The State of Maharashtra

RESPONDENT

Date of Decision : 22-07-2013

Acts Referred:

Citation : (2013) ALLMR(Cri) 4369

Hon'ble Judges : R.P. Sondurbaldota, J

Bench : Single Bench

Advocate : Nitin Sejpal and Ms. Pooja Bhojne, for the Appellant; Y.S. Shinde, Assistant Public Prosecutor, for the Respondent

Judgement

R.P. Sondurbaldota, J.—The applicants apprehend arrest in C.R. No. 9 of 2013 registered with Khandeshwar Police Station, for the offences punishable under Sections 420, 467, 468, 471 read with 34 Indian Penal Code. The first informant in the complaint is one Raghunath Mahadeo Godbole, aged 69 years. It is his case that he and his elder brother aged 77 years, each inherited agricultural land admeasuring 120 gunthas. Both have been suffering several ailments on account of their age and are unable to leave the house without assistance. In February, 2013, since they felt need of money, they proposed to sell the land admeasuring 105 gunthas, situate at Devat. For that purpose, their niece one Priyanka Phadke, a co-accused brought applicant No. 1 to them and it was agreed that applicant No. 1 would purchase the land for the total consideration of Rs. 10.00 Crores. Out of which, Rs. 5.00 Crores has to be given by demand draft, at the time of execution of the agreement for sale and balance amount of Rs. 5.00 Crores by cheque at the time of execution of conveyance. It is their complaint that on 20th February, 2013, the accused went to their residence at about 5.30 p.m. and obtained their signatures on a document stating that it was an agreement of sale. On the same day, at about 6.30 p.m., they brought one unknown person into the house stating that he was an official from the Sub Registrar's Office. Believing the word of the applicants and the others, the

complainant and his brother put their signatures at the places shown to them and also their thumb impression. As regards payment of consideration, applicant No. 1 told them that the deal was not yet finalized and he would pay the money on finalization of the deal. Some days thereafter, the complainant learnt through his acquaintance that there is deed of conveyance executed in respect of their property. Applicant No. 1 is the purchaser of the land and applicant No. 2 is the person who has signed the sale deed, as a witness. According to applicant No. 1, he has purchased the land for the total consideration of Rs. 75.00 lacs, out of which Rs. 5.00 lacs was paid by cheques to the complainant and his brother and the balance amount of Rs. 70.00 lacs was paid in cash. Applicant No. 1 relies upon the statement of account held by him in Kotak Mahindra Bank. He has referred to about ten entries of withdrawals made during the period 6th, February, 2013 to 7th March, 2013 claiming that the withdrawals reflected in these entries have been payments made to the complainant and his brother. Firstly the ten entries do not make upto Rs. 70.00 lacs. Secondly, some of those entries show that the amount had been withdrawn there-under by way of bearer cheques issued to different persons. Mr. Sejpal, the learned counsel for the applicants submits that these payments were made by the applicant No. 1 to other persons as per the direction of the complainant and his brother.

2. Mr. Shinde, the learned APP points out that there is discrepancy in the dates mentioned in the agreement of sale as also the information submitted by applicant No. 1 for registration of documents through Public Data Entry. He also points out that the PAN card identifying applicant No. 2 as the witness to the document has been not of applicant No. 2 but is of the person by name Gaikwad. Considering the nature of the complaint, the claim made for cash payment of Rs. 70.00 lacs by applicant No. 1 to the complainant, in my opinion, the applicants appear to have committed the offence alleged against them. Hence, the application for anticipatory bail is rejected. At the request of Mr. Sejpal, the interim relief granted by this Court on 25th April, 2013 is extended for a period of two weeks from today.