IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

R/CRIMINAL MISC. APPLICATION (FOR ANTICIPATORY BAIL) NO. 10515 of 2026

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SHAIL BIREN SHAH
Versus
STATE OF GUJARAT

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Appearance:
ADITYA A CHOKSI(7835) for the Applicant(s) No. 1
MR BHAVESH B CHOKSHI(3109) for the Applicant(s) No. 1
MR BHARGAV PANDYA, APP for the Respondent(s) No. 1

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CORAM:**HONOURABLE MR.JUSTICE P. M. RAVAL**

Date : 05/05/2026

ORAL ORDER

1. Heard, learned advocate for the applicant.

2. The applicant is before this Court pursuant to rejection of her anticipatory bail application being Criminal Misc. Application No. 1041 of 2026 by the learned 9th Additional Sessions Judge, Ahmedabad (Rural) *vide* order dated 21.04.2026. The applicant had preferred the said applicant in pursuance to an LA Application being LA/626/2026 dated 20.03.2026 filed before the Satellite Police Station, Ahmedabad by the authorized representative and Manager of Kotak Mahindra Bank Ltd.,

Jodhpura Branch, Ahmedabad namely Punit Anilbhai Makhecha *inter alia* alleging that the applicant along with her husband had obtained a home loan to the tune of Rs.1,44,98,630/- for purchasing a residential flat No. 702 in the scheme named and style as OEUVRE-3, situated at Ambli Road, Satellite, Ahmedabad for which, a *tripartite* Agreement to Sell was executed between the developer (Madhav Associates), the Bank and the borrowers *i.e.* the present applicant her husband. Thereafter, the borrowers got the Agreement to Sell cancelled to without informing the Bank, however, the developer executed a fresh Agreement to Sell in favour of one Mitesh Patel and thus, it is alleged that the present applicant and her husband (borrowers) have cheated the Bank by dealing with the security of the Bank (flat) on which finance was obtained. In the said circumstances, the Bank appears to have preferred an application before the Satellite Police Station against the present applicant and her husband.

3. The learned advocate for the applicant, at the outset, would submit that total outstanding of Kotak Mahindra Bank Ltd. would be paid within a period of two and a half months, as requested by the applicant *vide* request letter dated 25.04.2026, addressed to the Manager of Kotak Mahindra Bank Ltd., Jodhpur Branch, Satellite, Ahmedabad. However, the learned advocate for the applicant has fairly stated that the Bank is insisting on to clear the said outstanding within six weeks.

3.1 It transpires that the applicant wants to show her *bona fide* and that, because of financial crunch which her husband is facing on account of non-receipt of Rs.3.53 crores invested in a company where her husband was supposed to be made a Director and was cheated for which, though FIR is not registered, but, her husband has preferred a writ petition before this Court and thus, argued that there was no intention of cheating to Bank, more particularly, when the documents were prepared by the developer wherein, the developer has under *bona fide* mistake, did not make Kotak Mahindra Bank Ltd. as an affirming party.

4. In the aforesaid view of the matter, ***Notice***, returnable on **23rd June 2026**. Learned Additional Public Prosecutor waives service for the respondent – State.

4.1 **In the meantime, no coercive steps** shall be taken against the applicant **till 25.06.2026**. However, investigation shall go on and the applicant shall cooperate with the investigating agency.

4.2 On the returnable date, the applicant shall place on record the details of payment made towards outstanding, as stated herein above, by way of an affidavit, which shall be filed before the registry, a copy of which, shall be provided to the learned Additional Public Prosecutor in advance.

4.3 **Direct service** is permitted.

[P. M. Raval, J.]

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