IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR

Criminal Application [ABA] No.56 of 2015

(Vishal Madhukarrao Chede
vs.
The State of Maharashtra, through P.S.O. Rajapeth, Amravati)

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Office notes, Office Memoranda of Coram, appearances, Court's orders or directions and Registrar's orders.	Court's or Judge's Orders

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Mr. P.R. Agrawal, Advocate for the Applicant.
Mr. S.S.Doifode, A.P.P. for the Non-Applicant/State.

CORAM : PRASANNA B. VARALE, J.
DATE : APRIL 6, 2015.

Heard Mr. Agrawal, the learned Counsel for the applicant and Mr. Doifode, the learned A.P.P. for the non-applicant/State.

The applicant apprehending his arrest is before this Court seeking protection in the nature of pre-arrest bail.

A complaint was submitted before the learned Judicial Magistrate First Class, Amravati by one Mr. Vinayak Dhole. The sum and substance of the complaint is, the complainant was willing to purchase a vehicle and approached the agency namely M/s. Gokul Motors. After initial inquiry, the accused no.1 assured to provide vehicle by accepting an amount of Rs.51,000/- agreeing to accept rest of the amount in parts later. The complainant, on verifying the vehicle found that the vehicle was a old vehicle, immediately contacted the accused no.1. The accused no.1 informed that there is some problem in the said vehicle and assured to provide new vehicle. The complainant then finding that the accused no.1 has not kept his words issued a notice seeking return of his earnest amount of Rs.51,000/-. The accused no.1 returned the amount of Rs.51,000/- to the complainant. On 17/07/2012, the complainant was shocked to receive a notice from the Indusind Bank informing him that an amount of Rs.60,000/- is outstanding against him. Then he received a notice on 11/03/2013 demanding an amount of Rs.4,30,427/- under a loan agreement. The complainant immediately contacted the accused no.1. The accused no.1 informed him that he will handle the matter and he told that as some cheques are already issued to Indusind Bank, he will take necessary steps to clear the matter. Certain documents were received by the complainant along with the notice dated 11/03/2013. The complainant found that the said loan agreement and the other annexures were referring to his name and signature as well signature of guarantor-Sachin Pranjale. When the complainant approached Sachin Pranjale, Sachin Pranjale was also taken back finding his signature. Both then had been to Indusind Bank informing the facts, but the bank was not paying any heed to the complainant and Sachin Pranjale, and was impressing upon these duo to pay the loan amount.

The learned Counsel Mr. Agrawal for the applicant submits that in the detailed complaint of Mr. Vinayak Dhole, the major part of the alleged mischief is played by the accused no.1 i.e. the vehicle agency owner. He submits that in the complaint, the complainant Mr. Dhole submits that it was his assumption and presumption that the applicant has prepared false documents, and the accused no.1 and the applicant in connivance to each others played fraud with him. He further submits that the applicant was discharging his duty as Branch Manager in Indusind Bank from the year 2004 to 2011. In the year 2011, he joined the other finance company namely A.U. Financiers (India) Bank Limited and he was with A.U. Financiers Company till 2014. Then from 2014 to 2015, the applicant was working at Nagpur in another private financial institute namely H.D.F.C. Bank Limited and recently, the applicant has again joined A.U. Financiers. He further submits that the applicant had discharged his duties in all these financial institutes with due care and caution and having unblemished career. He then submits that even though not admitting the contents of the report, assuming that it alleges mischief, the role of the applicant allegedly reflected only on the backdrop of the assumption of the complaint. Mr. Agrawal then by inviting my attention to the documents placed on record submits that whenever the loan proposal is to be submitted, preliminary verification of the documents was done at the instance of the Executive Officer. The applicant being the Branch Manager, he was receiving the proposal for his final approval after the Executive Officer giving clearance of the documents in respect of the loan proposal. He submits that along with the loan proposal, all the necessary documents were submitted, such as the quotation issued by the vehicle agency, the tax receipt, as the complainant was running a small business of fabricator, the documents in respect of his registration and the other required documents of proof such as the driving licence, the voter card issued by the Election Commission, the extract of bank statement, the balance-sheet of M/s. Dhole Fabricator (the unit run by the complainant) and all these documents were verified by the Executive Officer Mr. Akhilesh Kumar. He then submits that as all these documents were verified by the Executive Officer along with the documents of guarantor-Sachin Pranjale and the proposal then was submitted to the applicant. The applicant had no reason to raise any doubt in the usual process of sanctioning the loans and the applicant had discharged his duties. It is also submitted that in no way, the material or the complaint shows any element of a criminal mischief as attracted against the applicant. The learned Counsel also submits that at the most, the applicant may be a person committing an irregularity in the affairs of conduct of his business. He then submits that the applicant was protected by the interim order of this Court and the applicant has complied with the directions of this Court. He further submits that the applicant is ready to cooperate the investigating agency and is also ready to abide by any condition imposed on the applicant, if the applicant is protected by this Court.

Mr. Doifode, the learned A.P.P. vehemently opposes the application. He submits that from the investigation conducted so far, it is revealed that the said vehicle, for which the loan was obtained, sands in the name of one Kamalabai Jadhav, and by playing mischief, this vehicle was shown as a new vehicle and by preparing the fabricated documents, the loan was obtained. On perusal of the reply, it reveals that the State alleges of failure in duty to the applicant. It is stated in the reply filed by the State that the applicant has not taken proper care on verifying the documents of the loan proposal. On perusal of the documents placed on record, I find that the documents submitted with the alleged loan proposal bearing the stamp showing name of the Executive Officer and his satisfaction reflected in the words that, "*I have original seen and verified the documents*". Perusal of the documents shows that it is a bunch of various documents of the complainant Mr. Vinayak Dhole. There are also the documents of the proposal Mr. Sachin Pranjale. The extracts of bank account of Mr. Sachin Pranjale are also submitted along with the loan proposal. Thus, on perusal of these documents, I find considerable merit in the submission of the Mr. Agrawal. Even in the reply filed by the State, it is stated that the applicant failed to take proper care in verifying the documents and the loan proposal. The learned Counsel for the applicant thus has made out a case for grant of protection to the applicant. The apprehension of the State can be taken care of by issuing certain directions to the applicant.

In the result, the application is allowed. The interim protection granted to the applicant by this Court on 5th February, 2015 stands confirmed with a condition that the applicant to attend Rajapeth Police Station, Amravati on every Sunday of the month from 09:00 a.m. to 12:00 p.m. and maintain diary of his attendance duly countersigned by the Police Station Officer or the Investigating Officer, till filing of the charge-sheet.

The application is disposed of as such.

JUDGE

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