

Mr. Shirish Gupte, Senior counsel i/b. Mr. Prasad B. Kulkarni
for the Applicant.
Ms Veera Shinde, APP for the Respondent -State.
Mr. Ashok B. Tajane for the Intervenor /original complainant.

were entrusted to the Applicant, Managing/Marketing Director of M/s. Paradigm Lighting Solutions Pvt. Ltd. and one Devang Thakur and that the Applicant and the co-accused had stored the same in a bungalow of Ranjana Brahmashtriya. It is alleged that the Applicant and said Devang in furtherance of their common intention removed the said Led street lights from the said bungalow and thereby committed offence of breach of trust punishable under section 406 r/w. 34 of the IPC. Apprehending his arrest the applicant had filed application for per-arrest bail before the Additional Sessions Judge, Nashik, which came to be dismissed vide order dated 6.1.2016. Hence this application.

3. Mr. Shirish Gupte, the learned senior counsel for the Applicant has submitted that there is no prima facie material to show that the Applicant is in any manner involved in committing the said offence. He has further submitted that the co-accused Devang has been arrested and the property allegedly has been recovered at his instance. He has further submitted that the only allegation against the Applicant is that he had paid rent in respect of the bungalow from where the said goods were recovered. He has submitted that the Applicant being Managing Director of M/s. Paradigm Lighting Solutions Pvt. Ltd., has been paying rent in respect of the said

bungalow much prior to lodging of the FIR. He further claims that M/s. Paradigm Lighting Solutions Pvt. Ltd. had filed a complaint against M/s. M.I.C. Electronics Ltd. under section 138 of the Negotiable Instruments Act and that the Applicant is roped into this crime in view of filing of the said complaint.

4. The learned counsel for the intervener – first informant has brought to my notice that the copy of the FIR, which is annexed to the application is not a true copy. The said copy does not contain the material sentences relating to the role of the Applicant in arranging the premises. The learned APP and the learned counsel for the intervener have submitted that the material on record prima facie discloses involvement of the Applicant in the crime. That some of the misappropriated goods are yet to be recovered and the presence of the applicant is required for custodial interrogation.

5. I have perused the case diary and considered the submissions advanced by the learned senior counsel for the Applicant, the learned counsel for the Intervener / first informant and the learned APP for the Respondent -State.

6. The aforesaid crime was registered pursuant to the FIR lodged by one Shankar Nageshrao Uppalwar, who is a Junior Engineer of MIC Electronics Limited. The FIR prima facie reveals that the Nashik Municipal Corporation had given a contract to M/s. M.I.C. Electronics Ltd. for fitting LED street lights in the city of Nashik. M/s. M.I.C. Electronics Ltd. had appointed M/s. Paradigm Lighting Solutions Pvt. Ltd as its agent. Said LED street lights worth Rs.4,54,40,058/-, which were supplied by M/s. MIC Electronics Ltd. were not accepted by Nashik Municipal Corporation. The complainant Shankar N. Uppalwar informed Mr. M.V. Ramanrao, the Managing Director of M/s. MIC Electronics Ltd. about the same. The FIR indicates that said Mr. M.V. Ramanrao had requested the present Applicant, who is the Managing Director of M/s. Paradigm Lighting Solutions Pvt. Ltd. to arrange for a place to store the said LED lights. The FIR further reveals that the Applicant herein had instructed Devang Thakur to search for a place and accordingly said Devang Thakur identified a bungalow of his relative Ranjana Brahmashtriya in Nashik for storing the said LED lights. This was informed to N.V. Ramanrao. Accordingly the said LED street lights were kept in the said bungalow of Ranjana Brahmashtriya on payment of Rs.10,000/- p.m.

6. The FIR further reveals that the said bungalow was locked and one key was retained by Devang Thakur and the other key was kept in the office of MIC Electronics Ltd, Hyderabad. On 12.12.2015 when the first informant went to the said bungalow to verify the stock, he found that lock was changed. When he tried to see through the gap of the window, he found that the LED lights which were stored in the said bungalow were missing. He brought the said fact to the notice of the Managing Director, Mr. M.V. Ramanrao. Subsequently, on 18.12.2015 when they opened the lock they found that all the LED street lights worth Rs.4,54,40,058/- were missing.

7. The FIR prima facie reveals that the Managing Director of M/s.MIC Electronics Ltd., had informed the Applicant herein to arrange for the premises to store the LED lights and it was at his instance that the co-accused Devang had arranged the premises. Curiously, the sentences showing the involvement of the applicant are missing from the copy of FIR annexed to the application. The FIR produced before this Court is certainly a truncated document and the Applicant or the counsel on record cannot exhibit ignorance or shun the responsibility by merely claiming that they have relied upon the FIR produced before the trial court. It will be advantageous to refer

the judgment of **S.P. Chengalvaraya Naidu Vs. Jagannath & Ors.** AIR 1994 SC 853 :-

“The courts of law are meant for imparting justice between the parties. One who comes to the court, must come with clean hands. We are constrained to say that more often than not, process of the court is being abused. Property grabbers, tax-evaders, bank-loan dodgers and other unscrupulous persons from all walks of life find the court process a convenient lever to retain the illegal-gains indefinitely. We have no hesitation to say that a person whose case is based on falsehood, has no right to approach the court. He can be summarily thrown out at any stage of the litigation.”

8. Following the principles in the said decision, the conduct of the Applicant would itself be a sufficient ground for not exercising the discretionary powers under Section 438 of the Cr.PC. in his favour. Be that as it may, the records reveal that, Devang Thakur was arrested and taken into custody. The records prima facie reveal that pursuant to the disclosure statement of Devang Thakur LED street lights worth Rs.4,50,54,999/- were recovered from the bungalow belonging to Mr.

Mukund Thakur. The statement of said Mukund Thakur prima facie reveals that the Applicant herein had called him and enquired with him whether some electronics goods could be kept in his bungalow. He had also told him that Devang is his nephew and that he would keep some electronics goods in his bungalow. The statement of said Mr. Mukund Thakur prima facie reveals that the Applicant was known to him and at the request of the Applicant, he had permitted said Devang Thakur to keep said LED street lights in his premises on payment of Rs.15,000/- p.m. The statement of one Rajendra, also prima facie reveals that his vehicle was engaged to shift the said LED street lights from the bungalow No.4 situated at Trikon Garden to the premises of Mukund Thakur.

9. The material on record prima facie reveals that the LED lights were shifted to the premises of Mukund about 5/6 months prior to lodging of the FIR. The statement of account of the Applicant also prima facie reveals that the rent in respect of the said bungalow has been paid by the Applicant since 18.6.2015. The aforesaid material therefore, prima facie shows the involvement of the Applicant in shifting the said LED street lights from the bungalow of Ranjana Brahmashtriya to the premises of Mukund Thakur.

10. In the light of these facts, I am unable to accept the contention of the learned senior counsel Mr. Shirish Gupte that the Applicant is not involved in the crime or that he has been falsely implicated in view of the complaint filed under section 138 of the Negotiable Instruments Act. The amount involved is of four corers. The records reveal that some of the LED street lights are yet to be recovered. The nature of the allegations do not justify grant of pre-arrest bail.

11. Under the circumstances, the application is dismissed.

(ANUJA PRABHUDESSAI, J.)