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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
CRIMINAL BAIL APPLICATION NO.1835 OF 2015

Shrishail Chandaram Gaikwad ...Applicant
Versus
The State of Maharashtra ...Respondent

Mr.Manoj Mohite a/w Mr.V.V.Purwant, for the Applicant

Mr.D.P.Adsule, A.P.P for the Respondent-State

CORAM : REVATI MOHITE DERE, J.
DATE : 16th MARCH, 2016

P.C. :

1. Heard learned Counsel for the applicant and the learned A.P.P.

2. By this application, the applicant seeks his enlargement on bail in connection with C.R. No. 182 of 2014, registered with the Sangli City Police Station, Sangli, for the alleged offences punishable under Sections 384, 385, 386, 387, 467, 468, 471, 406, 420, 307, 120B of the Indian Penal Code.

3. The complainant – Raju Chandu Chavan, was a Badli Kamgar

in the Sangli Mirja Kupwad Municipal Corporation. He has alleged that the applicant had collected various amounts from the Badli Kamgars, ranging from Rs.3,000/- to 10,000/- each, under the guise of securing permanent employment for them. He has alleged that the said amounts which were paid by the workers were siphoned off by the applicant. According to the complainant, an amount of Rs.11 lacs odd deposited by the workers in the Account of 'Shrishail Hotel and Lodges', in the Cosmos Co-operative Bank, Sangli and an amount of Rs.14 lacs odd deposited in the Syndicate Bank, was misappropriated by the applicant.

4. Learned Counsel for the Applicant submits that there are no allegations of extortion or forgery or even attempt to murder, made out in the entire charge-sheet, as against the applicant. He submitted that the applicant was a Union Leader and as such, had led an agitation to get the work/jobs for the workers. He submitted that an amount of Rs.11 lacs odd which was initially deposited in the applicant's account, was required to be deposited in the said account, as there was no separate account for depositing the said amounts, at the relevant time. He submitted that however subsequently, an account for depositing the said amounts, was

opened in the Syndicate Bank, where all the money which was paid by the workers was deposited. He submitted that the applicant was not an office bearer and had no authority to sign and withdraw money from the Syndicate Bank. He submitted that as far as the amount which was deposited in the applicant's personal account were concerned, the same was utilized by the applicant, during the one month agitation, towards lawyers fees, travel etc. He submitted that as the agitation which was led by him, did not succeed there were two groups and as such one group started demanding the money which was paid by the workers. He submitted that out of 410 workers, statements of 61 aggrieved workers has been recorded and that the said statements are part of the charge-sheet. He submitted that considering the number of witnesses that are likely to be examined in the said case, the likelihood of the trial commencing in the immediate near future, appears to be bleak.

5. Learned APP is unable to point out as to where the allegations of extortion and forgery allegedly committed by the applicant.

6. Perused the charge-sheet. Prima-facie, it appears that various

amounts were collected by the applicant from the badli kamgars, under the guise of securing employment for them. There are more than 61 statements of aggrieved workers which have been recorded. Charge-sheet is filed in the said case and possibility of the trial beginning and concluding in the immediate future appears to be bleak. The applicant has been in custody since 23rd December, 2014.

7. Considering the aforesaid, the applicant is enlarged on bail on the following terms and conditions :

ORDER

(i) The Applicant be enlarged on bail on furnishing P.R. Bond in the sum of Rs.50,000/- with one or two local sureties in the like amount;

(ii) The applicant shall attend the concerned Police Station on the first Saturday of every month between 10:00 a.m. to 11:00 a.m., initially, for a period of 12 months and thereafter once in two months, till the conclusion of the trial;

(iii) The applicant shall not tamper or attempt to influence or contact the complainant, witnesses or any person concerned with the case;

(iv) The applicant shall inform his latest place of residence and mobile contact number immediately after being released and/or change of residence or mobile details, if any, from time to time, to the Court seized of the matter and to the Investigating Officer of the concerned Police Station;

(v) The applicant to cooperate with the conduct of the trial;

(vi) An undertaking to the aforesaid clauses ii) ; iii) ; iv) and v), shall be filed by the Applicant, in the Trial Court, within two weeks after his release ;

(vii) It is made clear, that if there is breach of any of the conditions as stated above, the prosecution shall be at liberty to seek cancellation of Applicant's bail.

8. The Application is allowed in the aforesaid terms and is accordingly disposed of.

9. It is made clear, that the observations made herein are *prima facie*, and the trial Court shall decide the case on its own merits, in accordance with law, uninfluenced by the observations made in this order.

10. All concerned to act on the authenticated copy of this order.

REVATI MOHITE DERE, J.