

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION**

ANTICIPATORY BAIL APPLICATION NO. 1930 OF 2015

Shri Shravan Ajujnarayan Shukla ... Applicant.

V/s.

The State of Maharashtra ... Respondent.

Mr. Narendra Dubey, Advocate for the Applicant.

Mrs. S. D. Shinde, APP for the Respondent- State.

PSI-Ramchandra Dada Yamgar, attached to MIDC Police Station, Mumbai is present.

CORAM : A. S. GADKARI, J.

DATE : 27th JANUARY, 2016.

P.C. :

1 The Applicant is apprehending arrest in C.R. No.532 of 2015 registered with the MIDC Police Station Andheri, Mumbai, for the offence punishable under section 406 r/w. 34 of the Indian Penal Code.

2 The complainant- Smt. Sangita Sonawane has lodged the first information report dated 14th September, 2015. In the said FIR it is stated that in the month of October, 2014, the complainant had purchased the Scoda Rapid Motor Car- MH-02-CR-2733 by taking loan from the Bank of India. After its purchase, she had given the said car to the Car Club Agency, situated at MIDC, Andheri (East), Mumbai, on rental

basis at the rate of Rs.14/- per kilometer. As the driver of the said car, thereafter, went to his native place and did not return, the car was standing at the complainant's residence for about 4 to 5 months. When the complainant went to the Bank of India to pay monthly installment, she met with one Yashwant Nikhalje. The said person informed the complainant that he is also an owner of a Scoda Rapid Car and his car is given on rental basis to the Aura Travels, Andheri at the rate of Rs.38,000/- per month. The complainant thereafter went to the office of the Aura Travels and made enquiry there. It was informed to her that the said company was being run by three partners, namely, Sidharth Murti, Shravan A. Shukla (the applicant) and Imran Sayyed. The complainant thereafter discussed the scheme of Aura Travels with the applicant and other two persons of the company and in furtherance of their discussion, it was decided that the said Aura Travels would execute an agreement with the complainant, under which the complainant would get Rs. 38,000/- per month, as a fixed income against her said car. The applicant and the other two persons had also informed her that for the first 45 days, the complainant will not get any payment. The complainant, accordingly, gave her car on the rental basis to the said Aura Travels of which the Applicant is an active partner.

3 After 45 days when the complainant went to the said company to collect the amount, the applicant and other

accused persons avoided / dodged her and did not make payment for about 4 months. The applicant and other accused persons did not execute an agreement in writing as per the earlier discussion. The complainant then wanted the car for its service but the Applicant and other accused person did not return said car to the complainant. When the complainant repeatedly made requests to the Applicant and others, for return of her car, the applicant herein threatened her that she will not get the car back and the complainant may do whatever she wants to do. The complainant, therefore lodged the present first information report, as stated herein-above.

4 Heard the learned counsel appearing for the Applicant and the learned APP for the State. I have perused the papers of investigation of FIR No. 532 of 2015 registered with MIDC Police Station Andheri, Mumbai. In the first information report itself, the complainant had specifically and categorically stated that she had first discussed about renting her car with the applicant and other two accused persons. When the applicant and other two persons did not execute any agreement for taking the said car on rental basis, it is specifically alleged by the complainant that the Applicant herein threatened the complainant and did not return the car.

5 The learned counsel for the Applicant further submitted that the police have already seized the said motor

car vehicle and that other two accused persons, after their arrest, have been released on regular bail and, therefore, the custodial interrogation of the Applicant is not necessary. The papers of the investigation would reveal that though other two accused persons of Aura Travels were arrested, no recovery is made at their instance. Though the car is seized by the police, the alleged amount of rent defalcated by the Applicant in connivance with the other accused persons is yet to be recovered. The police will have to investigate whether the Applicant is also involved into any similar type for offence and whether any other person/persons are also victims like the complainant.

6 After taking into consideration the serious allegations against the Applicant and the gravity of the offence, in my view, the Applicant cannot be protected by way of a pre-arrest bail. The Application, being sans of merits, is dismissed accordingly.

(A.S. GADKARI,J.)

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