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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CRIMINAL BAIL APPLICATION NO.101 OF 2019

Santosh Tukaram Kajrolkar ...Applicant
Versus
The State of Maharashtra ...Respondent

Mr.P.U.Gaikwad, for the Applicant.

Ms.Veera Shinde, A.P.P for the Respondent - State.

PI – Datta S. Gawade, Kopri Police Station, Thane.

CORAM : REVATI MOHITE DERE, J.

DATE : 12th JULY, 2019

_P.C. :_

1. Heard learned counsel for the parties.

2. By this application, the Applicant seeks his enlargement on bail in connection with C.R.No.I-61 of 2018, registered with the Kopri Police Station, Thane, for the alleged offences punishable under Sections 420, 406, 409, 506 r/w 34 of the Indian Penal Code and under Sections 3 and 4 of Maharashtra Protection of Interest of Depositors Act (MPID Act).

3. Perused the papers. According to the complainant – Madhuri Jadhav, one Suchitra Bhosale, a representative of Himbjs Holidays Private Limited Company, provided information regarding the Company and the trip/travel plan of the company. The trip/travel plan was that on purchasing one ticket, on completion of the trip, the full ticket fare was to be repaid, along with 40% extra on it i.e. in addition to the payment made for the trip. The Himbjs Holidays Private Limited Company's office was at N.M.Joshi Marg, Lower Parel, Mumbai and there were about 88 branches all over the Maharashtra. It appears that several people invested in the said scheme. According to the complainant, Suchitra Bhosale introduced her to the company's Directors - Dinesh Borse and Avinash Achrekar (not the applicant). The applicant is stated to be one of the Directors of Himbjs Holidays Private Limited Company. According to the complainant, the Directors of the company convinced her to join as a representative and as an investor stating that she will get a higher rate of return, if she became the company's representative. The said persons have stated to have shown the complainant the profit of the company and xerox copies of the cheques received by the Company. The complainant trusting the representation made by them, invested an amount of Rs.38,000/- in her

mother's name i.e. Vandana Shinde and handed over a cheque drawn in the name of Himbjs Holidays Private Limited Company. She has stated that her mother availed of the trip and on her return, she received full payment of Rs.38,000/- along with 40% bonus. The complainant has alleged that accordingly trusting the company, she handed over a post-dated cheque dated 21st September, 2011 of Rs.1,99,500/- to Suchitra Bhosale, a representative of the Company. Within two months an amount of Rs.2,79,300/- was returned by the Company in the complainant's account (i.e. original amount of Rs.1,99,500/- with 40% bonus). According to the complainant, during the period September 2011 to September 2012, she invested an amount of Rs.19,90,000/- in the Company, out of which, an amount of Rs.6,70,100/- was given by her and the balance amount of Rs.13,20,000/- was collected from the other witnesses (customers). It is alleged that after two to three months, as the company failed to return the investment, the complainant and other investors, went to meet the Directors of the company. It is alleged that the Directors of the Company and the legal advisor Mohan Patil organised a meeting of all the representatives from Thane and Kalyan City at Thane, to inform them that there was a scam at some of the branches of the company, due to which the financial status of the company was disturbed and assured that the dues of the investors would be returned from the other 9 associate companies. The complainant has alleged that the Directors of the company offered more plans i.e. on investment of Rs.1 lakh, 10% monthly interest would be given and in the second plan, payment of Rs.1,500/-, Rs.3000/-, Rs.4,500/- and Rs.6,000/- was to be made continuously for 15 days on daily basis and from the preceding/next month, the said amount alongwith interest was to be credited, and if investment was made in the property plan with a booking amount of Rs.1,50,000/-, then after 36 months, Rs.12,00,000/- was to be given back to the investors. According to the prosecution, in the present C.R., the complainant alongwith 8 witnesses have been cheated to the tune of Rs.42,78,900/- in total. It appears that apart from the said case, there are five cases registered as against the applicant, all over Maharashtra. It is not in dispute that in all the said five cases registered against the applicant and the co-accused, the applicant has been enlarged on bail. It is also not in dispute that in the case registered with the N.M.Joshi Marg Police Station, which was handed over to the E.O.W., Unit – VII, Mumbai, two properties have been attached i.e. the applicant’s flat at Jeevan Darshan Co-op. Housing Society, 'C' Wing, Room No.27, Navgar

Road, Sneha Hospital Lane, Bhayandar (East), Thane, which is worth about Rs.55 lakhs and another property i.e. Kanchan Janga Co-op. Housing Society, Jesal Park, Room No.305, 3rd Floor, Bhayandar (East), Thane, worth Rs.40 lakhs. As far as the applicant is concerned, his properties worth Rs.95 lakhs are attached. The applicant is in custody since 7th August, 2018. Investigation is complete and charge-sheet is filed.

4. Considering the aforesaid, the application is allowed and 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., till the conclusion of the trial;

iii) 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 trial Court as well as to the concerned Police Station, in writing;

iv) The Applicant shall not tamper with the evidence or attempt to influence/contact the complainant, witnesses or any person concerned with the case;

v) The Applicant before his release, shall deposit his passport, if any, in the trial Court;

vi) The Applicant shall co-operate in the conduct of the trial and shall attend the trial Court on every date of hearing, unless exempted by the trial Court;

vii) An undertaking to the aforesaid clauses (ii) to (vi), shall be filed by the Applicant, in the Registry of the trial Court, within two weeks of his release.

viii) If there are 2 consecutive defaults either in attending the Police

Station or in appearing before the trial Court or breach of any of the conditions as stated above, the prosecution will be at liberty to apply for cancellation of Applicant's bail.

5. The Application is allowed and disposed of in above terms.

6. It is made clear, that the observations made herein are *prima facie* and are confined to this application and the learned Judge to decide the case on its own merits, uninfluenced by the observations made herein.

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

REVATI MOHITE DERE, J.