

Anand

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

ANTICIPATORY BAIL APPLICATION NO. 1533 OF 2019

Abhay Rasiklal Goradia

.Applicant

Vs.

The State of Maharashtra & anr.

.Respondents

Mr. S. R. Kadu i/b. Mr. Keshari C. Tiwari, Advocate, for the Applicant
Mrs. P. P. Shinde, APP, for the Respondents – State
Ms Archana Gadhave, PSI, Turbhe Police Station, Navi Mumbai present

CORAM : REVATI MOHITE DERE, J.

DATE : 20.08.2019

P.C.

. Heard learned counsel for the parties.

2. By this Application, the Applicant seeks pre-arrest bail in connection with C. R. No. 117 of 2019 registered with the Turbhe Police Station, Navi Mumbai, for the alleged offences punishable under Sections 406 & 420 of the Indian Penal Code.

3. Learned counsel for the Applicant submits that the allegations as against the Applicant are false and baseless and that no offence as alleged is disclosed qua the Applicant.

4. Learned APP has filed an Affidavit of Archana Tukaram

Gadhawe, PSI attached to the Turbhe Police Station, Navi Mumbai. According to the Complainant – Adityakumar Shrikishor Goswami, Director of M/s. Joyjantic Industries Pvt. Ltd., the said Company was engaged in the business of imports, High Seas Sale and local Sale of items such as Teakwood, Metal Scrap and Spices acquired from abroad. According to the Complainant, in January, 2019, with the help of a Mediator – Zhoyeb Ajhib, he purchased 15,500 kg of Dalchini from Vietnam. He has stated that the said purchase of Dalchini was being looked after by his Assistant Managers – Dixit Doshi and Vaibhav Prajapati. The Complainant has stated that the said goods (Dalchini) reached Nhava Sheva Bandar on 27.02.2019 from Vietnam and after custom clearance, the said goods were shifted to a warehouse at Turbhe MIDC, Navi Mumbai on 12.03.2019. According to the Complainant, during the period 01.03.2019 to 19.03.2019, his Managers - Dixit Doshi and Vaibhav Prajapati informed him, that Zhoyeb Ajhib had introduced him to a broker – Abhay Goradia (Applicant), for the purpose of selling the said goods. According to the Complainant, his Managers - Dixit Doshi and Vaibhav Prajapati also informed him on phone that the Applicant has seen the goods at the warehouse and accordingly, had decided the value / cost of goods (Dalchini) i. e. Rs. 219/- per kg. He has stated that the Applicant took 400 boxes containing Dalchini from the warehouse, before any bill was prepared, and on 14.03.2019, took another 1086 boxes of Dalchini, from the warehouse. On 14.03.2019,

copies of E-way bill, Tax Invoice, Sales Contract were prepared by Vaibhav Prajapati and the said documents were handed over to the Applicant for obtaining the acknowledgement of G. T. India Pvt. Ltd. Invoice bills were also sent through Speed Post, however, the said bills were returned with a remark "not claimed". Accordingly, on 15.03.2019, the Complainant's Managers - Dixit Doshi and Vaibhav Prajapati visited G. T. India Company Pvt. Ltd. to find out whether they have received the boxes i. e. 400 boxes taken on 13.03.2019 and 1086 boxes taken on 14.03.2019 by the Applicant containing a total of 14, 860 kgs of Dalchini. The enquiry revealed that they had received the said goods from the Applicant and the said goods were sold by them to their buyers, and that they had given Rs. 17,00,000/- to the Applicant. Pursuant thereto, the Complainant's Company asked the Applicant about the same, to which the Applicant informed that he had received Rs. 17,00,000/- from G. T. India Pvt. Ltd. and that he would return the same to the Complainant's Company. On 20.03.2019, the Applicant told the Manager – Dixit Doshi that he would pay Rs. 5,00,000/- in cash, however, the Applicant was asked to transfer the said money through RTGS. According to the Complainant, despite several reminders both to the Applicant and Bharat Bhai, the sale proceeds of Rs. 32, 54, 340/- was not paid to the Complainant's Company and as such, the Complainant's Company was cheated. It is further alleged by the Complainant that Bharat Bhai had informed his Company that they had

purchased the said goods i. e. Dalchini through one Danish Mehta and the costs of the said goods i. e. Rs. 24, 55, 000/- was paid to the Applicant through Danish Mehta in cash. A perusal of the statement of Danish Mehta shows how the amounts were paid to the Applicant and the Applicant had acknowledged the receipt of the said amount i. e. Rs. 24, 55, 000/-. The statement of Bharat Sanklecha also corroborates the said statement. Prima facie, it appears that the Applicant by misrepresenting the Complainant's Company had sold Dalchini and after selling had failed to pay the Complainant's Company a sum of Rs. 24, 55, 000/- though the Applicant had received the same.

5. Considering the aforesaid, custodial interrogation of the Applicant is necessary to unearth the modus operandi, as to the manner in which the Applicant cheated the Complainant. Accordingly, the Application is rejected.

6. It is made clear that the observations made herein are *prima facie* for deciding the aforesaid Application and if an Application for regular bail is filed, the same shall be considered on its own merits, uninfluenced by the observations made in this order.

(REVATI MOHITE DERE, J.)