

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO. 381 OF 2020**

Mrs. Jayashree Jagdish Shrivastav	.. Applicant
Versus	
The State of Maharashtra	.. Respondent

...

Mr. Siddhesh R. Samel for the applicant.
Mr. Ajay Patil, APP for the State.

**CORAM: BHARATI DANGRE, J.
DATED : 30th OCTOBER 2021**

P.C:-

1 Heard learned counsel for the applicant and learned APP.

2 On 28th February 2020, when this Court granted protection in favour of the applicant, the complainant was also present in person.

3 On perusal of the order, it can be seen that the applicant has admitted that she had received Rs.11 lakhs from the complainant as consideration for allotment of tenements in the SRA scheme. However, for some reason, she could not secure the allotment in favour of the complainant. However, the statement

of the applicant came to be recorded that she is ready and willing to repay the entire amount to the complainant and accordingly, in para-2 of the order, it is recorded as under :-

“2. It appears, the applicant has returned/repaid Rs.4,65,000/- to the complainant, who is present in the Court. She admits receipt of Rs.4,65,000/-. Today, the applicant paid Rs.2,00,000/- to the complainant by Demand Draft. Complainant admits receipt of the Draft. Applicant has handed over two postdated cheques, one dated 20th March, 2020 for Rs.2,00,000/- and second dated 20th April, 2020 for Rs.2,35,000/-”.

4 The applicant also submitted an undertaking which was taken on record and marked ‘X1’ for identification where he undertook that the post dated cheques will be encashed. Today, after more than a year, when the application has come up for hearing, counsel for the applicant fairly state that the first cheque dated 20th March 2020 for amount of Rs.Two lakhs was honored but, as far as second cheque dated 20th April 2020 for an amount of Rs.2,35,000/- is concerned, it could not be encashed, since the applicant was short of funds and her financial condition was precarious on account of the pandemic.

5 The said position on the part of the applicant can be accepted subject to a further undertaking being recorded to the effect that the applicant shall ensure that the amount of

Rs.2,35,000/- is made over to the complainant either in cash or in cheque on or before 31st December 2021. The applicant must also be imposed with a further condition that the subject amount which was assured to be returned on 20th April 2020 by a post dated cheque since it could not be received by the complainant, the applicant shall also add an amount of Rs.10,000/- to the amount of Rs.2,35,000/-.

It is permissible for the applicant to tender the amount either by cheque or cash to the complainant. On making such payment, a receipt of the said amount should be obtained from the complainant, which shall be tendered to the Investigating Officer. If there is a failure on part of the applicant to adhere to the said condition and it comes to the notice of the Investigating Officer that receipt as directed has not been filed, he shall be at liberty to move the Application for cancellation of bail.

6 With the aforesaid order, the protection in favour of the applicant by order dated 20th February 2020 is made absolute.

Application is disposed of accordingly.

SMT. BHARATI DANGRE, J