

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
CRIMINAL BAIL APPLICATION NO. 1220 OF 2019**

Vijay Vasudev Gurav	...Applicant
Versus	
State of Maharashtra and Anr.	...Respondents

Mr. Prashant P. Raut for the Applicant.

Mr. A.R.Patil, A.P.P for the Respondent No.1-State.

Mr. Amit Kamble i/b Uday Jaguste for the Respondent No.3.

Mr. A.B.Pandit, PSI, Juhu Police Station, Mumbai.

CORAM : REVATI MOHITE DERE, J.
DATE : 2nd MARCH, 2021

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. 509 of 2017 registered with the Juhu Police Station, Mumbai, for the alleged offences punishable under Sections 420 read with 34 of the Indian Penal Code.
3. Learned Counsel for the applicant, without going into the

merits of the case, submits that the applicant is ready to deposit the money in the Registry of this Court i.e. the money invested by the investors with the applicant.

4. Learned Counsel for the applicant has filed an affidavit-cum-undertaking of the applicant dated 22/02/2021 duly affirmed before the Jailor, Talaja Central Prison, Navi Mumbai. In the said affidavit-cum-undertaking, the applicant has set out the payments already made by the applicant as well as the payments, the applicant intends to make to the investors.

5. The allegations as against the applicant is that he cheated the investors to the tune of Rs.69,52,000/-. In the affidavit-cum-undertaking dated 22/02/2021, the applicant has stated that he has settled the matter with two of the investors i.e. Ganesh Nandvikar and Nandkumar Shivaji Garade. He has stated that a payment of Rs.11,00,000/- has been made to Ganesh and Rs.48,00,000/- has been made to Nandkumar Garade. The applicant has filed affidavits of both the said persons.

6. Learned APP has also verified the said affidavits filed by Ganesh Nandvikar and Nandkumar Garade. On instructions of the officer

present in the Court, Learned APP states that both the said persons have received the aforesaid amount and as such, have no grievance against the applicant with respect to the amount payable to them. The aforesaid two persons are the two main investors. As far as the other investors are concerned, the applicant, in para 4, has stated that an amount of Rs.10,16,000/- was invested by the first informant and others. The details of the investors has been set out in para 4 of the affidavit-cum-undertaking. It is stated that Sachin Walve (first informant) has paid Rs.6,36,000/-; Hemant Shivalkar, Rs.80,000/-; Raksha Shinde, Rs.1,20,000/-; and Mr.Sanjeev Jagushte, Rs.1,80,000/- (total amount of Rs. 10,16,000/-). It is stated in the said affidavit that 20% of the said amount i.e. Rs.1,81,000/- has already been paid to the aforesaid investors and that the balance amount left to be paid is Rs. 8,35,000/-. It is further stated in the affidavit-cum-undertaking that a demand draft of Rs.2,00,000/- drawn in the name of the Registry will be deposited in the Registry within one week and the balance amount of Rs.6,35,000/- will be paid/deposited as stated in para 5 of the said affidavit-cum-undertaking. The schedule mentioned in para 5 of the affidavit-cum-undertaking is as under:

Sr.No.	Month	Amount
1.	25 th March, 2021	50,000/-
2.	25 th April, 2021	50,000/-
3.	25 th May, 2021	50,000/-

4.	25 th June, 2021	50,000/-
5.	25 th July, 2021	1,62,000/-
6.	25 th August, 2021	1,62,000/-
7.	25 th September, 2021	1,11,000/-
Total		6,35,000/-

7. The applicant has stated in the affidavit-cum-undertaking that in the event, there is any default on his part in making the said payment as stated aforesaid, the bail granted to him could be cancelled and that he would surrender.

8. As per the affidavit-cum-undertaking dated 22/02/2021, the applicant has paid Rs.59,00,000/- till date to two depositors which fact is not disputed. The applicant is also ready to deposit the amounts mentioned in the said affidavit-cum-undertaking as per the schedule mentioned in para 5 i.e. Rs.8,35,000/-.

9. Learned APP, on instructions, states that there are no more names, apart from the names mentioned in the affidavit-cum-undertaking.

10. In view of the aforesaid, without going into the merits of the case, 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 executing PR Bond in the sum of Rs. 20,000/- with one or two 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 12:00 noon for a period of 12 months from the date of his release;
- (iii) The applicant shall deposit the Demand Draft of Rs.2,00,000/- drawn in the name of Registry of this Court, in the Registry, within one week from today;
- (iv) The applicant shall deposit the balance amounts of Rs. 6,35,000/- as mentioned in para 5 of the affidavit-cum-undertaking also in the Registry of this Court i.e. Rs.50,000/- on or before 25/03/2021, Rs.50,000/- on or before 25/04/2021, Rs. 50,000/- on or before 25/05/2021, Rs. 50,000/- on or before 25/06/2021, Rs. 1,62,000/- on or before 25/07/2021, Rs. 1,62,000/- on or before 25/08/2021 and Rs. 1,11,000/- on or before 25/09/2021.
- (v) After the entire amount of Rs.8,35,000/- is deposited in

the Registry as per para 5 of the affidavit-cum-undertaking and as stated aforesaid, Sachin Walve, Hemant Shivalkar, Raksha Shinde and Sanjeev Jagushte are permitted to withdraw their respective amounts as mentioned in para 4 of the affidavit-cum-undertaking, after showing proof of their identity.

(vi) 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;

(vii) The applicant to cooperate with the conduct of the trial and attend the trial Court on all dates, unless exempted;

(viii) The applicant shall file an undertaking with regard to clauses (ii) to (vii) in the trial Court, within two weeks of his release;

(ix) If there is breach of any of the aforesaid conditions, the prosecution shall be at liberty to seek cancellation of the applicant's bail.

11. The application is allowed in the aforesaid terms and is accordingly disposed of.

12. It is made clear that the trial Court shall decide the case on its own merits, in accordance with law.

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

REVATI MOHITE DERE, J.