

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

ANTICIPATORY BAIL APPLICATION NO. 1887 OF 2019

Annasaheb Gajanan Patkulkar Applicant
Versus
The State of Maharashtra Respondent

**WITH
INTERIM APPLICATION NO. 453 OF 2020**

Sushilkumar Kashinath Patil Intervenor

In the matter between:

Annasaheb Gajanan Patkulkar Applicant
Versus
The State of Maharashtra Respondent

Ms. Vilasini Balasubramanian i/b. Ritesh Thobde for Applicant.
Mr. Amit A. Palkar, APP for State/Respondent.
None present for Intervenor.

CORAM : SARANG V. KOTWAL, J.
DATE : 07th AUGUST, 2021

P.C. :

1. The Applicant is seeking anticipatory bail in connection with C.R.No.486 of 2019 registered with Barshi City Police Station, Dist. Solapur, on 15/06/2019, under sections 420 and 477 of the Indian Penal Code (for short 'IPC').

2. Heard Ms. Vilasini Balasubramanian, learned counsel for the applicant and Shri. Amit Palkar, learned APP for the State.

3. The First Information Report (for short 'F.I.R.') is lodged by one Sushilkumar Patil who was working at Sulakhe High School, Barshi as Assistant Lecturer in the Technical division. He had taken insurance policy in March 2003. For that, Rs.2831/- were deducted per month from his salary and it was deposited with the insurance company through the Principal. The allegations are that the present applicant was the Principal of that school. Between May 2017 to December 2017 the applicant deducted an amount of Rs.2831/- p.m., total amounting to Rs.22,648/-, but that amount was not deposited with the insurance company. According to the first informant, the applicant created false documents regarding those and for getting interest on this amount for his own benefit, he has committed this offence. He has misappropriated the amount and the interest. The F.I.R. itself mentions that, once the informant came to know about this, the applicant without informant's permission paid some amount through cash and some amount through cheque to the insurance

company. On this basis the F.I.R. is lodged.

4. Learned counsel for the applicant submitted that, because of some grudge which the informant was holding against the applicant, this F.I.R. was lodged on vague and false allegations against the applicant. She submitted that the salary was credited in the account of Principal of the school for all the employees and then it was disbursed. In this case the informant's salary was deposited in the Principal's account belatedly and, therefore, those installments could not be paid to the insurance company. She submitted that, in any case, it was a current account and hardly any interest would have been earned on that amount. She, therefore, submitted that, there was no misappropriation of the amount. The F.I.R. itself mentions that, some amount was already deposited with the insurance company even before lodging of F.I.R. Learned counsel for the applicant relied on the letter dated 19/06/2019 issued by the Senior Branch Manager, L.I.C., Barshi branch office in the name of Principal, Sulakhe High School, Barshi. As per that letter, it is mentioned that, all the premiums were paid for full term of the policy of the informant and there were no gaps under

the policy and full maturity claim would be settled on 28/03/2028.

5. Learned APP, on instructions, accepted the fact that the amount involved in this case is already deposited with the insurance company and nobody has suffered any loss. In view of the above submissions and also taking into account the fact that the applicant was on interim protection since 29/08/2019, his custodial interrogation is not necessary. He can be protected by an order of anticipatory bail.

6. Hence, the following order :

ORDER

- (i) In the event of his arrest in connection with C.R.No.486 of 2019 registered with Barshi City Police Station, Dist. Solapur, the applicant is directed to be released on bail on his furnishing P. R. bond in the sum of Rs.30,000/- (Rupees Thirty Thousand Only) with one or two sureties in the like amount.
- (ii) Application stands disposed of accordingly.

- (iii) With the disposal of this application, the interim application does not survive and it is also disposed of accordingly.

(SARANG V. KOTWAL, J.)