IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CRI. ANTICIPATORY BAIL APPLICATION NO. 2677 OF 2019

Parumeeta Chakravarti ..Applicant
Vs.
The State of Maharashtra & Anr. ..Respondents

Mr. Mubin Solkar a/w. Mr. Aamir F. Sopariwala, for the Applicant.
Mr. S. R. Agarkar, APP for the Respondent / State.
Mr. Govind Ghogare a/w. Mr. Sandeep Ghogare, for the Respondent No.2.

CORAM : C.V. BHADANG, J.
DATE : 8 DECEMBER 2021

P.C.

. By this Application, the Applicant – Accused is seeking pre-arrest bail in connection with investigation of Crime No.29/2019 registered with Powai Police Station, Mumbai under Section 406, 420, 465, 467, 468, 470, 471 read with Section 34 of IPC.

2. The aforesaid offence has been registered on the basis of the complaint lodged by Respondent Sanjay Leelaram Rohira. The Complainant and his brother Ashok Rohira are in the business of manufacturing of shirts in the name and style as 'Memilon Textiles' and are having a factory at Kalyan, Bhiwandi.

3. In November 2013, the Complainant was introduced to Mr. Suraj Jaiswal (since deceased) by their family friend Mr. Shyambhai. It was informed that Suraj Jaiswal is in the business of purchase and sale of scrap material. The Complainant was informed that Suraj Jaiswal was in need of Rs.81 Lakhs for filling a tender. A flat in the name of his wife of Suraj Jaiswal was sought to be given as security. Accordingly, the Complainant had advanced Rs.81 Lakhs to Suraj Jaiswal by way of temporary accommodation for eight days. According to Complainant, the cheques issued by Suraj Jaiswal towards return of the amount were dishonoured and the Complainant could not contact Mr. Suraj Jaiswal as his mobile was found to be switched off. On 25 January 2014, Suraj Jaiswal came to the Complainant alongwith present Applicant Parumeeta Chakravarti. She was introduced to the Complainant and the Complainant was informed that she was having business of travel and a loan agency under the name and style as 'Parpen Group' at Powai Plaza. Further according to the Complainant, the Applicant undertook to make payment to the Complainant which was receivable from Suraj Jaiswal. The Applicant is alleged to have issued a cheque for Rs.17,22,000/- in favour of the Complainant which was encashed by the Complainant.

4. On 13 February 2014, the Complainant went to the office of Applicant at Powai Plaza seeking balance amount of Rs.63,78,000/-.

However, the Applicant is alleged to have represented that she is in need of the amount and she would pay interest at the rate of 5% per month on the said amount to the Complainant. The Applicant also paid an amount of Rs.3 Lakhs consecutively for two months towards interest.

5. In March 2014, the Applicant informed the Complainant that there is an inquiry from the Income Tax Department and asking the Applicant to redeposit the amount of Rs.17,22,000/- which was received by the Complainant upon encashing the cheque.

6. In March 2014, the Applicant again called the Complainant and his wife in her office at Powai Plaza and showed willingness to lend an amount of Rs.5 Crores to the Complainant on payment of interest at the rate of 1% per month and asked for the payment of consolidated interest of 12 months of Rs.60 Lakhs which the Complainant paid to the Applicant by a RTGS entry from his account with the Oriental Bank of Commerce.

7. In the first week of April, the Applicant is again alleged to have proposed to lend Rs.10 Crores to the Complainant at an interest of 1% per month. However, the Complainant did not accede to the proposal as he had not received the amount of Rs.5 Crores which was earlier agreed by the Complainant. However, as

the Applicant showed certain documents which inspired confidence of the Complainant, he again paid an amount of Rs.60 Lakhs to the Applicant towards interest by RTGS from his account with Oriental Bank of Commerce.

8. On 5 July 2014, the Applicant came with ten Pay Orders in the sum of Rs.50 Lakhs (totaling Rs.5 Crores) dated 30 June 2014 from Vijaya Bank and again sought an amount of Rs.60 Lakhs from the Complainant. As the Complainant was desirous of getting Pay Order of Rs.5 Crores, he again paid Rs.60 Lakhs to the Applicant by RTGS entry through his account with the Oriental Bank of Commerce. The Applicant is alleged to have represented that she will handover the Pay Order to the Complainant after consulting with her Chartered Accountant.

9. On 1 August 2014, the Applicant called the Complainant in her office and handed over four post dated cheques for Rs.60 Lakhs each (Total Rs. 2,40,00,000/-) to the Complainant which was towards the return of the amount of Rs.81 Lakhs paid by the Complainant to Suraj Jaiswal and the amount of Rs.1,80,00,000/- paid by the Complainant towards interest on the loan of Rs.15 Crores which was agreed to be paid by the Applicant to the Complainant. The said cheques were handed over by way of security.

10. On 9 August 2014, the Applicant went to the house of the Complainant informing that the loan of Rs.10 Crores has been sanctioned in the name of wife of the Complainant and after obtaining signatures of the Complainant and his wife agreed to send Pay Orders on the next date.

11. In last week of October 2014, the Applicant is alleged to have handed over five Pay Orders in the sum of Rs.50 Lakhs each issued by the West Bengal State Co-operative Bank Ltd. and stated that the balance amount of Rs.12,50,00,000/- will be paid subsequently by Pay Order.

12. On 1 November 2014, the Applicant is alleged to have issued a cheque in the sum of Rs.2,80,00,000/- dated 15 November 2014 to the Complainant towards the return of the amount which was paid to Suraj Jaiswal and the amount of interest paid by the Complainant to the Applicant towards the loan agreed. In short, according to the Complainant, these cheques were dishonoured and it was learnt by the Complainant that there are offences of cheating registered against the Applicant and Suraj Jaiswal in Gujarat.

13. The Complainant accordingly lodged a complaint in Powai Police Station on 25 June 2015 after which a Memorandum of Understanding (MoU) dated 9 March 2016 was entered into

between the parties in which the Applicant had agreed to pay an amount 3,15,50,000/- to the Complainant which is a notarised agreement. According to the Complainant, except an amount of Rs.20,70,000/- paid by the Applicant in their account the Applicant has failed to pay Rs.2,94,30,000/- and thus cheated the Complainant. The Complainant also learnt that five Pay Orders purportedly issued by the West Bengal State Co-operative Bank Ltd. were forged and no such Bank was in existence.

14. In short, according to the Complainant, the Applicant and Mr. Suraj Jaiswal (since deceased) have conspired and have cheated the Complainant and failed to pay the amount of Rs.2,94,30,000/- as agreed in the MoU.

15. On the basis of such complaint, an offence came to be registered which is under investigation.

16. I have heard Mr. Solkar, the learned counsel for the Applicant and the learned APP. I have also heard the learned counsel for the Respondent / Complainant. Perused record.

17. The learned counsel for the Applicant submitted that the Applicant is a businesswoman interalia engaged in the business of travel and tourism and booking of air tickets etc. It is submitted that

on account of bulk cancellation of air tickets, the Applicant was faced with an offence in Gujarat and the Applicant managed to pay the said amount to the Complainant in that offence. It is submitted that one Iqbal Mamdani taking advantage of the situation had contacted various persons with whom the Applicant had business dealings and is managing to register offences against the Applicant with allegations of non payment of escalated amounts in order to extract huge amounts from the Applicant under the threat of registration of an offence and arrest of the Applicant. It is submitted that the case of the Complainant is highly improbable. It is submitted that the Complainant is alleged to have paid advance interest to the Applicant of Rs. 60 Lakhs each on multiple occasions even before the alleged promised loan of Rs.5 Crores and Rs.10 Crores was advanced by the Applicant to the Complainant. In the submission of learned counsel, the entire story smacks of fabrication. In the submission of the learned counsel no prudent person much less a businessman would part with huge amounts towards interest, before receipt of the principal amount of the loan. The learned counsel has taken me through the record in order to point out that the claim of the Complainant is false and fabricated. The learned counsel also submitted that the Applicant has not given any Pay Orders of Rs.50 Lakhs each as claimed by the Complainant of the West Bengal State Co-operative Bank Ltd.

18. The learned counsel pointed out that the Applicant is bonafide attempting to settle the account, in favour of the Complainants in the other offences, who had business dealings with the Applicant. The learned counsel pointed out that the offence in Gujarat and Karnataka have been quashed by the High Court at Gujarat and Karnataka upon payment of the amount to the Complainant, on the basis of Consent Terms. It is submitted that the Applicant has also filed Criminal Writ Petition No.4684/2018 before this Court in respect of another offence which is pending. In short, according to the learned counsel, the dispute is predominantly of a civil nature, arising out of some monetary transactions between the parties which are part of the business dealings. The learned counsel however specifically denied that the amount of Rs.2,94,30,000/- is due and payable by the Applicant. It is also submitted that the MoU was obtained under duress. It is submitted that the Applicant has various health issues and the custodial interrogation of the Applicant is not necessary. He therefore submitted that the Applicant may be granted pre-arrest bail on conditions as may be deemed fit.

19. Learned APP and the learned counsel for the Respondent – Complainant have opposed the Application. It is pointed out that huge amounts have been paid by the Complainant to the Applicant which are evidenced in the form of RTGS entries, as well as MoU

and the Applicant has defaulted in the matter of repayment as agreed. It is submitted that the Applicant is facing several offences in the State as well as in Gujarat, Karnataka and Kolkata, which are of a similar nature, indicating the modus operandi employed by the Applicant in practising deceit of several persons. Learned APP also pointed out that the Applicant has not attended the Investigating Officer except on couple of occasions although it was one of the conditions of the interim relief granted. Learned APP pointed out that as notice under Section 41-A of Cr.P.C. was sent to the Applicant. However, that could not be served as the Applicant was not found to be staying on the given address. It is submitted that the Applicant has failed to cooperate with the Investigating Agency. Learned APP also pointed out that the investigation revealed that the Applicant was found to be having multiple PAN cards. It is submitted that the Applicant is thus not entitled for pre-arrest bail.

20. I have given my anxious consideration to the rival circumstances and the submissions made. The allegation of the Complainant is about non payment of the amount, as alleged by the Complainant from time to time and as undertaken in the MoU dated 9 March 2016 in which the Applicant has agreed to pay amount of Rs.3,15,50,000/-. According to the Complainant, initially an amount of Rs.81 Lakhs was paid to Suraj Jaiswal (since deceased). The Applicant had undertaken to return the said amount

and an amount of Rs.17,22,000/- was returned by cheque. The subsequent allegation is about the Complainant having paid an amount of Rs.60 Lakhs each on multiple occasions to the Applicant towards interest of a loan of Rs.5 Crores and Rs.10 Crores which was promised by the Applicant to be paid to the Complainant. According to the Complainant, the Applicant had also given five Pay Orders from the West Bengal State Co-operative Bank Ltd. which were found to be forged, as no such Bank was in existence which aspect is denied by the Applicant. However, *prima facie,* the fact remains that on 9 March 2016 the parties have entered into a MoU in which the Complainant Sanjay Rohira and his wife Anju Rohira are the parties of first part while the Applicant is a party of the second part in which the Applicant has acknowledged the receipt of amount of Rs.3,15,50,000/- and the MoU thereafter sets out the schedule of repayment of the said amount to the Complainant which has not yet been complied with. The Investigating Officer has also enclosed a subsequent MoU dated 21 April 2017 between the parties which states that the earlier MoU of the year 2016 stands superseded by the said MoU of the year 2017, in which the Applicant had agreed to pay Rs.3,30,00,000/- with interest as set out in the said agreement.

21. The Applicant is alleged to be facing similar offences as under-

Sr. No.	Police Station	Crime No.	Offences under Section
1	Kolkata Bob Bazar Police Station	143/2007	420, 120(B) of IPC
2	Amboli Police Station Mumbai	106/2011	420, 406, 465, 468, 471, 472, 120(B) of IPC
3	DCB Police Station Vadodara Gujarat	11/2015	406, 420, 467, 468, 506, 120(B), 114 of IPC
4	Rabale Police Station Navi Mumbai	375/2015	420, 34 of IPC
5	Vadodara City Police Station Gujarat	28/2017	420, 406, 465, 471 of IPC
6	Udaygiri Mysore	53/2015	406, 420 of IPC, 156(3) of Cr.P.C.
7	Vartak Nagar Police Station Thane	180/2018	420, 120(B), 465, 467, 468, 471, 406, 504, 506 of IPC
8	Vartak Nagar Police Station Thane	694/2015	452, 354, 504, 506, 34 of IPC
9	MIDC Police Station Thane	298/2011	420, 465, 467, 474, 471, 381, 34 of IPC
10	Powai Police Station Mumbai	273/2018	420, 418, 423, 406, 34 of IPC
11	Powai Police Station, Mumbai	29/2019	406, 420, 465, 467, 468, 470, 471, 34 of IPC.

22. According to the Applicant, the offences in Gujarat and Karnataka have been quashed on account of settlement. However, the fact remains that there are other similar offences shown to be

pending in Maharashtra and one at Kolkata Bob Bazar. Learned APP had also pointed out that the Applicant has not attended the Investigating Officer except on couple of occasions and she was not found on the address for service of the notice. Considering the over all circumstances, the contention that the dispute is predominantly of a civil nature cannot be accepted. Considering the circumstances and the antecedents, I do not find that Applicant is entitled for pre-arrest bail. In the result, the Criminal Application is hereby rejected.

23. At this stage, Mr. Solkar, the learned counsel for the Applicant, on instructions, sought leave to withdraw the Application with a request to grant reasonable time to the Applicant to surrender as she is suffering from various ailments including severe diabetes. Learned counsel for the Applicant submitted that the Applicant would file an undertaking to that effect within one week.

24. Considering the fact that Application was heard at length and the order has already been dictated, withdrawal in my considered view cannot be permitted. However, considering the medical condition of the Applicant, and the fact that interim protection was operating from 6 December 2019, she is granted three weeks time to surrender before the Magistrate / Investigating Officer subject to the condition, that the Applicant shall file an undertaking to that effect before the Registrar (Judicial) of this Court within one week from

today. In the event, the undertaking is not filed, the order granting time shall stand vacated without reference to Court.

25. It is made clear that the observations herein are of a *prima facie* nature for the limited purpose of deciding the Application for pre-arrest bail and shall not bind the Investigating Authority / Court in subsequent investigation / trial, if any.

C.V. BHADANG, J.