

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

CRIMINAL BAIL APPLICATION NO. 1306 OF 2019

Ganesh Ramdas Hajare ...Applicant
Versus
The State of Maharashtra ...Respondent

***WITH
CRIMINAL INTERIM APPLICATION NO. 872 OF 2019
IN
CRIMINAL BAIL APPLICATION NO. 1306 OF 2019***

Sahayog Welfare Association ...Applicant/Intervener

IN THE MATTER BETWEEN :

Ganesh Ramdas Hajare ...Applicant
Versus
The State of Maharashtra ...Respondent

Mr. Vikram V. Tarepatil for the Applicant

Mr. S. V. Gavand, A.P.P for the Respondent–State

Mr. Sandesh D. Patil a/w Mr. Pavan S. Patil for the Applicant/Intervener in
IA/872/2019

PI Mr. Prashant Sawant from EOW, Thane City, is present

CORAM : REVATI MOHITE DERE, J.
(THROUGH VIDEO-CONFERENCING)
MONDAY, 26th APRIL 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. 380 of 2018 registered with the Economic Offences Wing ('EOW'), Thane, for the alleged offences punishable under Sections 406, 408, 409, 420 r/w 34 of the Indian Penal Code and under Section 3 of the Maharashtra Protection of Interest of Depositors (in Financial Establishments) Act.

3 Learned counsel for the applicant, without going into the merits of the application, states that the applicant will deposit an amount of Rs. 34,06,073/- in the trial Court, out of the total amount of Rs. 2,72,48,579/-. Learned counsel for the applicant had tendered an Undertaking/Affidavit of the applicant duly affirmed before the Jailor, Taloja Central Prison, Navi Mumbai, on 6th April 2021.

4 Learned counsel for the applicant submits that out of the 8 similar cases registered as against the applicant and co-accused, the applicant has been released on bail in 7 cases. He submits that even in the cases registered as against the applicant i.e. C.R. No. 55/2018 registered with the EOW, Mumbai, the applicant has been released on bail. He submits that the amount involved in the EOW, Mumbai, was about Rs. 900

crores. He further submits that the police of EOW, Mumbai have attached 124 properties of all the accused involved in the said case including the applicant and the company-M/s. Atharva 4 U Infra and Agro Ltd. Learned counsel for the applicant further submits that even in the present C.R, 14 properties are attached, out of which, 11 properties are overlapping with the properties attached in other C.Rs. He submits that out of the balance 3 properties, 2 properties are worth around Rs. 6,34,46,741/- and as such, the balance amount is about Rs. 2,72,48,579/-. He submits that there are 8 accused in the present C.R and as such, the applicant's share would be around Rs. 34,06,073/-. He submits that the applicant will deposit the same as per the Undertaking/Affidavit given by him, in 17 installments.

5 Learned A.P.P does not dispute the fact that the applicant has been released on bail in 7 out of 8 C.Rs registered as against the applicant and other co-accused. He also does not dispute the fact that about 124 properties are attached in C.R. No. 55/2018 registered with the EOW, Mumbai. Learned A.P.P also does not dispute the fact that in the present C.R, 14 properties have been attached, out of which, 11 properties overlap with the properties attached in the other C.Rs. He also does not dispute the fact that 2 properties out of 14 properties are valued at Rs. 6,34,46,741/- and that the said properties are not encumbered properties. He also does

not dispute the fact that the balance amount which is required to be deposited by the accused in the present C.R. is about Rs. 2,72,48,579/-.

6 Mr. Patil, learned counsel for the intervener vehemently opposes the bail application. He submits that the applicant ought not be enlarged on bail, as the money of the investors is yet to be secured i.e. about Rs. 2,72,48,579/-.

7 Perused the papers. The applicant, without going into the merits of the case, has filed an Undertaking/Affidavit, wherein he has undertaken to deposit a sum of Rs. 34,06,073/- in the trial Court in 17 installments. In para 3, the applicant has set out the schedule of payment to be made. The same reads thus :

Sr. No.	Date	Amount
1	20.04.2021	2,06,073/-
2	20.05.2021	2,00,000/-
3	20.06.2021	2,00,000/-
4	20.07.2021	2,00,000/-
5	20.08.2021	2,00,000/-
6	20.09.2021	2,00,000/-
7	20.10.2021	2,00,000/-
8	20.11.2021	2,00,000/-
9	20.12.2021	2,00,000/-
10	20.01.2022	2,00,000/-

11	20.02.2022	2,00,000/-
12	20.03.2022	2,00,000/-
13	20.04.2022	2,00,000/-
14	20.05.2022	2,00,000/-
15	20.06.2022	2,00,000/-
16	20.07.2022	2,00,000/-
17	20.08.2022	2,00,000/-
	Total	34,06,073/-

8 The applicant, in para 4, has stated that if there is any single default in making the scheduled payment, his bail may be cancelled and he has undertaken to this Court that he would surrender before the trial Court, in the event, he is unable to deposit the said amount, as stated aforesaid.

9 As noted above, the applicant has been enlarged on bail in 7 out of 8 C.Rs registered as against him i.e. except the present C.R. As far as C.R. No. 55 of 2018 is concerned, which is registered with the EOW, Mumbai, the police have attached 124 properties of all the accused. As far as the present C.R is concerned, 14 properties have been attached, out of which, 11 properties are overlapping with the properties attached in the other C.Rs. Out of the balance 3 properties, 1 property is *Adivasi* property and hence, would have to be excluded from consideration. As far as other 2 properties are concerned, the valuation of the said properties, is about

Rs. 6,34,46,741/-. Admittedly, there is no encumbrance on the said 2 properties. There are about 8 Directors of M/s. Atharva 4 U Infra and Agro Ltd., who are accused in the present case. It *prima facie* appears that the role of the applicant is similar to that of the co-accused. As far as the applicant is concerned, he has undertaken to deposit his share, which is about Rs. 34,06,073/-, in 17 installments in the trial Court as per the Schedule mentioned in para 3 of the Undertaking/Affidavit. The applicant has also undertaken that in the event, there is a single default, his bail will be cancelled and he would surrender before the trial Court. Undertakings accepted.

10 A perusal of the Schedule shows that 1 installment for an amount of Rs. 2,06,073/- was due on 20th April 2021. Learned counsel for the applicant submits that the applicant would deposit the said amount in the trial Court, before his release. Learned counsel for the applicant further submits that the applicant will not take advantage of the Covid situation, by making any application for seeking extension of time to deposit the amount as per the Undertaking/Affidavit. Statements accepted.

11 Considering the Undertaking/Affidavit filed by the applicant, without going into the merits of the application, the applicant deserves to be 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. 25,000/- with one or more sureties in the like amount;
- (ii) The applicant to deposit 1st installment of Rs. 2,06,073/- in the trial Court, prior to his release;
- (iii) The applicant shall attend the Office of the EOW, Thane, on the first Saturday of every month between 10:00 a.m. to 11:00 a.m, until further orders;
- (iv) The applicant shall not leave the Country, without the permission of the trial Court;
- (v) The applicant shall deposit his passport in the trial Court, before his release, if not already deposited in other C.Rs;

(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 not tamper with the evidence or attempt to influence or contact the complainant, witnesses or any person concerned with the case;

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

(x) Needless to state that if there is breach in making the payment as per the schedule given in the Undertaking/Affidavit, the applicant to surrender before the trial Court. Similarly, if there is breach of any of the other conditions, the prosecution shall be at liberty to seek cancellation of the applicant's bail.

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

13 In view of the above order, the Interim Application No. 872 of 2019 also stands disposed of.

14 It is made clear that the observations made herein are *prima facie*, and the trial Court shall decide the case on its own merits, in accordance with law, uninfluenced by the observations made in this order.

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

REVATI MOHITE DERE, J.