

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

926 ANTICIPATORY BAIL APPLICATION NO.719 OF 2022

KADIR SHAUKAT SAYYAD
VERSUS
THE STATE OF MAHARASHTRA

Mr. A. B. Jagtap, Advocate for the applicant
Mr. S. B. Narawade, APP for the respondent/State

WITH
ANTICIPATORY BAIL APPLICATION NO. 658 OF 2022

SHWETA GANESH BINGALE
VERSUS
THE STATE OF MAHARASHTRA

Ms. Vaishali Doals, Advocate h/f Mr. M. K. Bhosale, Advocate
for the applicant
Mr. S. B. Narawade, APP for the respondent/State

WITH
ANTICIPATORY BAIL APPLICATION NO. 692 OF 2022

VARUN S/O NAMDEO DUDHAL
VERSUS
THE STATE OF MAHARASHTRA

Ms. Sunita G. Sonawane, Advocate for the applicant
Mr. S. B. Narawade, APP for the respondent/State

**CORAM : S. G. MEHARE, J.
DATED : 28th JUNE, 2022**

PER COURT :-

1. Heard learned counsel for the applicant. The applicant Kadir Shaukat was the Credit Officer. Applicant

Shweta was the co-borrower and applicant Varun was the Branch Manager in the complainant company. The allegations have been levelled against them that all the accused in conspiracy have cheated the company by hiding the exact property against which the loan was raised. It is alleged that all the officer of the financial company have suppressed the fact that the borrower has taken the loan for construction the house on the plot but in fact it was not a plot but a constructed house. The FIR further reveals that the borrower has paid some installments but subsequently committed defaults. Then the recovery officer had been to the borrower, at that time borrower told the recovery officer that he does not want to repay the remaining loan, the plot is mortgaged with the company be sold and recover the loan. Thereafter the company made all exercise and levelled the the allegations against the applicants that they have cheated the Company. Apparently there was a loan transaction and mortgaged deed was also executed. It was a civil contract the company had a civil remedy to recover the loan. A loan is secured by mortgaged of immovable property. Unfortunately a co-borrower has also been arraigned as an

accused in the crime.

2. The learned APP has no material to place before this Court that the custodial integration of all the applicants is necessary.

3. As discussed above a dispute appears a civil dispute in nature. The company has mortgaged plot to recover the loan. Considering the nature of dispute, there appears no grounds for custodial integration of the applicants. Hence the following order.

ORDER

- I) All the applications are allowed.
- II) In the event of arrest, applicant Kadir Shaukat Sayyad in Anticipatory Bail Application No. 719 of 2022, applicant- Shweta Ganesh Bingle in Anticipatory Bail Application No. 658 of 2022 and applicant- Varun Namdeo Dudhal in Anticipatory Bail Application No. 692 of 2022 be released on bail on executing PB and SB of Rs. 20,000/- with one solvent surety of like amount each, in Crime No. 254 of 2022, registered

with Shrirampur City Police Station, Dist. Ahmednagar
for the offence punishable under Sections 420, 406,
408 read with Section 34 of the Indian Penal Code.

[S. G. MEHARE, J.]

ssp