IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.762 OF 2021

Aditya Ashok Jogani & Anr. .... Applicants
versus
State of Maharashtra .... Respondent

WITH
INTERIM APPLICATION NO.987 OF 2021
IN
ANTICIPATORY BAIL APPLICATION NO.762 OF 2021

Pramod Kumar Agrawal … Intervenor/
Original complainant

IN THE MATTER BETWEEN :

Aditya Ashok Jogani & Anr. .... Applicants
versus
State of Maharashtra .... Respondent

…....

- Mr.Aabad Ponda, Senior Advocate i/b. Karan L. Jain, Advocate for Applicants.
- Mr.Vagish Mishra a/w Rajuram Kuleriya a/w Varad Dubey i/b. Law Counselleors, Advocate for Intervenor.
- Ms.Sharmila S. Kaushik, APP for the State/Respondent.

CORAM : SARANG V. KOTWAL, J.
DATE : 09th FEBRUARY, 2022
(through video conferencing)

P.C. :

1. The Applicant is seeking anticipatory bail in connection with C.R.No.8/2021, dated 05/01/2021, registered with C.B.D.

Belapur Police Station, Navi Mumbai, under sections 120-B, 415, 420, 467 of the Indian Penal Code.

2. Heard Mr.Aabad Ponda, learned Senior Counsel for the Applicant, Mr.Vagish Mishra, learned counsel for Intervenor and Ms.Sharmila S. Kaushik, learned APP for the State.

3. The FIR is lodged by one Pramodkumar Agrawal. He has stated that he has two companies, by name M/s. Easylink Insurance Services Pvt. Ltd. and M/s. Easylink Suptek Pvt. Ltd. The informant is the Managing Director of both the companies. The business of companies was in respect of general insurance policies. The informant has stated that many labourers were going to foreign countries but no insurance company was offering general insurance for them and therefore these labourers were suffering in many cases. The informant was trying to make such insurance possible. In July 2018, the Applicant No.1 met the informant. The Applicant No.1 was having his own company M/s Nirvana India Group. Both the Applicants who were husband and wife suggested to the

informant that they could give advise to the informant's company. The Applicant No.1 represented to the informant that he had good contacts with 'Insurance Regulatory Development Authority' and 'Ministry of Labour'. That he could do the work of making the general insurance mandatory for labourers. He demanded certain amount for that purpose. The case of informant is that from time to time he had given Rs.4,03,00,000/- to the Applicants for that purpose. Some MOUs were prepared. It is the case of informant that no work was done by the Applicants. Some cheques were given to the informant for the aforementioned work. But they were dishonoured for which proceedings are going on. The FIR mentions that the Applicant No.1 had returned Rs.79,95,000/-. The cheques were unauthorizedly signed by both the Applicants which were dishonoured. Thus total loss caused to the informant was to the tune of Rs.3,23,05,000/-. On this basis the FIR is lodged.

4. Before going into the merits of the matter it is necessary to mention that, both, the learned counsel for the

informant as well as learned counsel for the Applicants, jointly stated that the matter is settled. On the last occasion this Court had directed the informant to file an affidavit disclosing whether he has objection for grant of anticipatory bail to the Applicant in view of that settlement.

5. Today, learned counsel for the first informant-Intervenor has tendered an affidavit in Court. It is taken on record. Paragraph Nos.7, 8, 9 and 10 of that affidavit read thus;

> *"7. That due to the delay caused in making the payment, the Applicants undertook before this Hon'ble Court that they will pay an interest at the rate of 18% per annum to the Respondent No.2 on the delayed payment.*
>
> *8. That the Respondent No.2 have received a payment of Rs.3,94,95,000/- (Rupees Three Crore Ninety Four Lakhs Ninety Five Thousand) towards the cheque amount and further payment of Rs.15 lakhs towards part payment of the interest.*

9. That there is still due and payable interest amount of more than Rs.10 lakhs to be paid by the Applicants. However, the same is not an issue before this Hon'ble Court in as much as the present Respondent no.2 does not seek to oppose the Anticipatory Bail Application of the Applicants on the payment of interest on delayed payment and that would be a subject in the matter of trial.

10. The Respondent No.2 does not have any objection, if anticipatory bail application of the present applicants is allowed. However, the same shall be without prejudice to the rights and contentions of the Respondent No.2 in the trial before the Hon'ble trial Court."

6. Thus, the informant who had allegedly suffered loss in this transaction, has received substantial amount and he has no objection if anticipatory bail is granted to the present Applicant, without prejudice to rights and contentions of the informant. In this view of the matter, based on this affidavit, the Applicant can be granted anticipatory bail.

7. It is made clear that this order is restricted for consideration of anticipatory bail. The rights and contentions of the parties are left open to be decided at the appropriate stage.

8. Hence, the following order :

ORDER

(i) In the event of their arrest in connection with C.R.No.8/2021, dated 05/01/2021, registered with C.B.D. Belapur Police Station, Navi Mumbai, the Applicants are directed to be released on bail on their furnishing PR bond in the sum of Rs.50,000/- (Rupees Fifty Thousand Only) each, with one or two sureties each, in the like amount.

(ii) Application stands disposed of accordingly.

(iii) With the disposal of Anticipatory Bail Application, the Interim Application is also disposed of.

(SARANG V. KOTWAL, J.)