

rajshree

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO.1925 OF 2022

Rekha Viahwadeep Tiwari	]	..	Applicant
vs.			
State of Maharashtra	]	..	Respondent

ALONGWITH

ANTICIPATORY BAIL APPLICATION 1926 OF 2022

Mehfooz Mehmood Khan	]	..	Applicant
vs.			
State of Maharashtra	]	..	Respondent

Mr.M.R. Chouhan for the Applicant.

Smt.A.A. Takalkar, APP for the State.

API Bharat Anand, Meghwadi Police Station present.

Mr.Manoj Chaturvedi, Complainant present.

CORAM : BHARATI DANGRE, J

DATE : 25th AUGUST, 2022.

P.C.

1] As directed the complainant is present in the Court and offer of the Applicant to the effect that he is ready to refund the amount accepted by him after deducting GST amount is acceptable to him.

2] The complainant who is present in the Court is identified by the Investigating Officer.

The complainant makes a statement that he did not want to

engage services of the counsel and hence he had sought time to ponder upon the offer yesterday.

Today he makes a categorical statement that he is ready to take the offer and is ready to accept a sum of Rs.18,76,697.68, after deducting the GST which is paid by the Applicant to the tune of Rs.3,23,302.32.

3] The total amount involved being Rs.22 Lakhs is due and payable to the complainant, whereas, the case of the Applicant is that after the oil was loaded in the tanker and on necessary documents being prepared by him, the complainant himself cancelled the order and now he is seeking refund of Rs.22 Lakh.

Learned counsel for the Applicant submit that M/s. Jalad Enterprises which is managed by the Applicant had to pay GST to the tune of Rs.3,23,302.32. The complainant would submit that since the goods are not received by him, if the GST which has been paid by the Applicant, is refunded, he be paid amount of refund, which is received in the account of M/s. Jalad Enterprises.

Learned counsel for the Applicants is justified in submitting that request for refund will have to be made by the complainant by staking his claim that goods are not actually delivered to him. He is at liberty to make such application and the Applicant undertake that he shall co-operate and if the refund is granted, it will be credited to the complainant and the Applicant shall not claim any rights over the said amount of refund.

4] Learned counsel for the Applicant in his offer to the complainant state that he shall make the payment of Rs.18,76,097.68 to him in two installments, first installment, to be deposited in the account of Sarthi

Acqa Company (Account No. 4109002100007068 -Punjab National Bank, IFSC No.PUNBO410900) on or before 15.09.2022. The second and final installment shall be credited in the Account on or before 30.10.2022.

5] The complainant who is present in the Court specifically makes a statement that if he receive the installments as assured by the Applicant during the period stipulated, he shall accord his no objection for quashing of the FIR.

6] In the wake of understanding arrived at between the complainant and Applicant in the presence of Investigating Officer, the statement is made by the Investigating Officer that custodial interrogation is not necessary.

Hence, the following order :

ORDER

(a) Applications are allowed.

(b) Applicants– Rekha Viahwadeep Tiwari and Mehfooz Mehmood Khan, shall be released on bail in connection with CR No.349/2022 registered at Meghwadi Police Station on furnishing P.R. bond to the extent of Rs.25,000/- each with one or two sureties of the like amount.

(c) The applicants shall report to the concerned Police Station as and when called for.

(d) The applicants shall not directly or indirectly make any inducement, threat or promise to any person acquainted with facts of case so as to dissuade him from disclosing the facts to Court or any Police Officer and

should not tamper with evidence.

(e) The Applicants shall regularly attend trial, on every date, unless exempted.

[BHARATI DANGRE, J]