IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.2218 OF 2021

Vishnu Ramchandra Mahadik .... Applicant
Versus
The State of Maharashtra & Anr. .... Respondents

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WITH
INTERIM APPLICATION NO.3108 OF 2021
IN
ANTICIPATORY BAIL APPLICATION NO.2218 OF 2021
....
WITH
INTERIM APPLICATION NO.430 OF 2022
IN
ANTICIPATORY BAIL APPLICATION NO.2218 OF 2021

Mr. Ujjwal Gandhi, Advocate i/b. Neha Patil, for the Applicant.
Smt. Sharmila S. Kaushik, APP for the Respondent-State.

CORAM : SARANG V. KOTWAL, J.

DATE : 11th FEBRUARY, 2022
[Through Video Conferencing]

P.C. :

1. The applicant is seeking anticipatory bail in connection with C.R.No.59/2020 dated 29.3.2020 registered

at Kalachowki Police Station, Mumbai under Sections 420, 465, 467, 468, 471 read with 34 of the Indian Penal Code.

2. Heard Shri Ujjwal Gandhi, learned counsel for the applicant and Smt. Sharmila Kaushik, learned APP for the State.

3. The FIR is lodged by one Ashok Gamare. He has stated that he had retired from the service in the year 2018. He was in search of a residential house. He went to Powai at a new construction site of MHADA. There he met one Bhosale, who in turn, introduced the informant to the present applicant. The informant was told that the applicant was helping people in getting rooms of MHADA in the SRA schemes. In September, 2016, said Bhosale took the informant to the office of the present applicant. The informant's wife was suffering from Cancer. The informant told the applicant that he wanted a house at a concessional rate. On the next day, the informant and his wife went to the applicant's office. There, they met the applicant and his wife Rajeshree. The applicant represented to the informant that he would get two

rooms of 340 sq. ft. each in a MHADA building. He specifically told the informant that within three to six months, he would give a room admeasuring 680 sq. ft. at Prabhadevi for Rs.60 Lakhs. He told the informant to pay the installments. The informant's case is that he transferred various amounts in the applicant's account. Some amount was paid in cash. Thus, the applicant took around Rs.50 Lakhs, out of which Rs.40 Lakhs were transferred through bank transactions and the balance was paid in cash. This amount was misappropriated. The room was not given to the informant and, therefore, this FIR is lodged. The FIR also mentions that the applicant had given some documents in respect of those rooms, but, ultimately no room was given and, therefore, on this basis, this FIR is lodged.

4. This application is pending since September, 2021. At the first instance, this Court (Coram: Prakash D. Naik, J.) vide order dated 14.9.2021, had recorded that the applicant's case was that he had returned Rs.12 Lakhs and the balance amount of Rs.38 Lakhs was remaining and that he was willing

to deposit that amount in installments. Based on this undertaking, the applicant was protected by way of interim relief.

5. Thereafter on various occasions, the interim protection was extended. On 25.11.2021, this Court (Coram: Nitin W. Sambre,J.) recorded the proposal of the applicant to make the payment in installments of the balance amount. The order dated 25.11.2021 and the subsequent noting show that so far the applicant has deposited Rs.16 Lakhs. The first and the second installment of Rs.5 Lakhs were paid. However, the third installment of Rs.10 Lakhs was to be paid on or before 15.12.2021, out of which only Rs.8 Lakhs were deposited. The fourth installment of Rs.10 Lakhs was to be paid on or before 15.1.2022. This installment is not paid. The fifth installment of Rs.10 Lakhs is to be paid on 15.2.2022. However, there is clear default of payment of Rs.10 Lakhs which was payable on 15.1.2022.

6. Today, learned counsel for the applicant states that the applicant has not contacted the learned counsel and,

therefore, he is not in a position to mention anything about the deposit of installment by the applicant.

7. Thus, it can be seen that the applicant is just making empty promises and buying time on false promises. This amounts to abuse of process of law. Therefore, I am not inclined to give any more concession to the applicant. The allegations in the FIR make out a serious offence against the applicant. The amounts were received by the applicant long time back. He has enjoyed it for a long period and he has not even established his bonafides by diligently depositing the amounts and adhering to the schedule given on his behalf. The applicant has not even contacted his counsel and, therefore, no positive statement is made before the Court today.

8. Considering all these aspects, no further relief can be granted to the applicant. On merits, the applicant has no case for grant of anticipatory bail. Only by way of concession as he had shown willingness to deposit the amount, ad-interim order was granted. By his subsequent conduct, it is clear that he never had honest intentions. He is not even assisting the

Court through his counsel. He has not given instructions to his counsel. Vide order dated 21.12.2021, the applicant was directed to attend the concerned police station on 27.12.2021. The applicant has not even attended the police station. He has not even moved this court for relaxation of that particular condition.

9. In this view of the matter, no further leniency can be shown to the applicant. Anticipatory Bail Application is rejected.

10. As far as the amount which the applicant has deposited in this Court is concerned, the applicant is at liberty to make appropriate application in that behalf.

11. With rejection of this application, interim applications also stand disposed of.

PRADIPKUMAR
PRAKASHRAO
DESHMANE

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(SARANG V. KOTWAL, J.)

Deshmane (PS)