

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO.2303 of 2022

Mayank Dinesh Shah .. Applicant
Versus
The State of Maharashtra .. Respondent

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Mr. Dinesh Tiwari and Associates for the applicant.
Ms.P.N. Dabholkar, APP for the State.
PSI Shri Vilas Kalekar from Samata Nagar police station.

CORAM: BHARATI DANGRE, J.
DATED : 24th AUGUST, 2022

P.C:-

1 The applicant face accusations in C.R.No. 593/2022 registered with Samta Nagar police station, Mumbai on 6/5/2022, which invoke offence u/s.406, 420 of IPC. The complaint lodged by a business man, allege that he wanted his son's marriage to be performed in Amby Valley City, Lonavla and he was introduced to the present applicant, as an employee of Sahara India Parivar, which runs the project in Amby Valley. He was informed that it would incur an expenditure of Rs.10,500/- per individual out of which Rs.500/- shall be returned.

The complainant visited Amby Valley in February 2021 and met the present applicant. He was convinced that the applicant is an employee of Amby Valley and as per his instructions, he deposited a sum of Rs.7,08,000/- as a deposit amount by cheque. However, on account of the Covid, the function could not be arranged as scheduled and it was required to be postponed. As per the complaint, he deposited certain further sums for the event in favour of the applicant and the bank transactions are alleged to be to the tune of Rs.35,38,612/-. The complaint alleged that apart from this, cash by way of Rs.50 lakhs was also delivered to the present applicant, taking the total sum upto Rs.85,38,612/-.

When the complainant actually went to the spot for the event, he came across one Harish Thorat @ Bullabhai, decorator and he inquired from him, as to how the booking was done. On checking the register/documents for booking with the project, he was surprised to see that no amount is received by them. When the applicant was contacted, he transferred an amount of Rs.18,50,000/- to the account of Qing Ambay City Developers Corporation Ltd and accordingly, the agreement was also executed.

2 As per the complainant, he is to receive an amount of Rs.66,88,612/-.

As per the learned counsel for the applicant, he is ready to refund a sum of Rs.18,50,000/- to the complainant provided some time is granted to him, since according to him, he will not be in a position to clear the amount in one go.

Learned counsel for the applicant makes a categorical statement that he has admitted the liability of Rs.21 lakhs. He is ready and willing to refund the said amount.

3 When the learned APP is asked as to on what basis the complainant has proved that the cash amount of Rs.50,000/- was delivered, she state that at present, there is no material except the statement of the complainant.

4 In the aforesaid circumstances, let the applicant report to the Investigating Officer and co-operate with the investigation and in the meantime, the Investigating Officer shall collect the necessary information from the complainant about delivery of Rs.50,00,000/- by cash in favour of the applicant.

The following order would serve the purpose of justice.

ORDER

(a) In the event of his arrest, the Applicant – Mayank Dinesh Shah in connection of C.R.No.593/2022 registered with Samata Nagar police station shall be released on bail on furnishing P.R. bond to the extent of Rs.25,000/- with one or two sureties of the like amount.

(b) The applicant 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.

(c) The Applicant shall report to the Investigating Officer on 26th and 27th August 2022 between 10.00 am to 12 noon.

5 The Application is allowed in the aforestated terms.

(SMT. BHARATI DANGRE, J.)