

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
BAIL APPLICATION NO. 4119 OF 2021**

Gautam s/o Kuldeep Raj Grover .. Applicant
Versus
The State of Maharashtra .. Respondent

**WITH
INTERIM APPLICATION NO. 591 OF 2022
IN
BAIL APPLICATION NO. 4119 OF 2021**

Renu Thakur .. Applicant
Versus
The State of Maharashtra & Anr .. Respondents

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Mr.Satisih Maneshinde with Deepal Thakkar for the applicant.
Mr.Raghavendra Mehrota with Pooja Deshmukh i/b Lawkharat
Legal for the intervenor.
Ms.A.A.Takalkar, APP for the State.
API Shriram Kanhute from Protection Branch present.

**CORAM: BHARATI DANGRE, J.
DATED : 3rd OCTOBER, 2022**

P.C:-

1 The present applicant seek release on bail on being charged with the offence punishable u/s.376, 406 and 420 IPC.

He came to be arrested on 5/2/2021 and since then, he remain incarcerated.

2 The complaint in which he was arraigned as an accused came to be registered on the informant/prosecutrix, reporting to the police station on 9/1/2021, about the alleged incident of forcible sexual intercourse with her and the investments made by her with the applicant, being not returned and a grievance being made that on the pretext of marriage, she invested huge amount and trusted the applicant, but he misappropriated the said amount.

The prosecutrix is a woman, aged 42 years and she was introduced to the applicant through one intermediate person when she expressed her desire to avail loan in respect of a property in New Delhi. The contact number of the applicant was provided to her and he was introduced to her, as the person who is dealing in Real Estate. After being acquainted, when they came close to each other and an offer is alleged to have been given by the applicant, pursuant to which a notarized agreement and the MOU was executed, she was being introduced as sleeping partner in his business venture on 6/6/2018. For celebrating the event, they had gone to a hotel where the prosecutrix allege that sexual intercourse was established with her without her consent and against her will.

In the complaint, it is alleged that from her two accounts a whopping sum of Rs.1,51,40,000/- came to be paid and he returned amount to the tune of Rs.57,90,000/- towards the profit, but since there were no further returns and when she demanded the money back, ignorance was pleaded and when there was refusal to perform the marriage, she approached the police station.

3 On reading the entire complaint, and on going through the material compiled in the charge-sheet, which include the photographs of the couple placed on record, it can be prima facie seen that as far as physical relationship is concerned, it appear to be consensual in nature, both the individuals being adults.

As far as the investment is concerned, some amount has been returned even as per the version of the complainant and an amount of Rs.10 lakhs was paid to the complainant when the application filed by the applicant seeking his release on bail was heard.

Since the relationship was sought to be established with the complainant through the agreement/MOU, no doubt she is at liberty to take recourse to the remedies available to her.

Though the counsel for the complainant would vehemently submit that huge amount was invested, this cannot be a ground for further incarceration of the applicant, since now

the investigation is complete and charge-sheet is already filed. Further, merely because there was a breach of the condition/order imposed upon him while he was released on temporary bail/bail, also cannot justify his further incarceration as the investigation is complete.

The apprehension expressed by the learned counsel for the complainant cannot be completely ignored as the applicant is a resident of Delhi. This apprehension can be taken care of by imposing appropriate condition while he is released on bail. Hence, the following order :-

ORDER

- (a) The Applicant - Gautam s/o Kuldeep Raj Grover in connection with C.R.No. 01/2021 registered with Airport police station shall be released on bail on furnishing P.R. bond to the extent of Rs.50,000/- with one or more sureties of the like amount, one of which will be a local surety.

The applicant shall be released on cash bail of Rs.50,000/- in lieu of sureties for a period of six weeks. During the said period, the applicant shall arrange for the sureties.

- (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. The Applicant should not tamper with evidence.

- (c) The applicant shall not establish any contact with the complainant or her relatives and if any such incident is reported, the complainant is at liberty to seek cancellation of his bail.
- (d) The applicant shall attend the concerned police station on 1st Saturday of every trimester between 3.00 pm to 5.00 pm. The Applicant shall attend the trial on regular basis.
- (e) On being released on bail, the applicant shall furnish his contact number and residential address to the Investigating Officer and shall keep him updated, if there is any change.
- (f) The applicant shall surrender his passport to the Investigating Agency, immediately within two weeks of his release.

4 In view of the disposal of the application, interim application does not survive and stands disposed off.

(SMT. BHARATI DANGRE, J.)