IN THE HIGH COURT OF JUDICATURE AT BOMBAY NAGPUR BENCH : NAGPUR

CRIMINAL APPLICATION (ABA) NO.470 OF 2022

Shilpa W/o Dhanraj Kanojiya and another
Versus
State of Maharashtra, through P.S.O., P.S. Lakadganj, Nagpur

Office Notes, Office Memoranda of Coram, appearances, Court's Orders or directions and Registrar's order	Court's or Judge's Order

Shri S.D. Dewani, Advocate for the applicants.
Shri V.A. Thakare, A.P.P. for the non-applicant/State.

CORAM : ANIL S. KILOR, J.
DATED : 21/07/2022

1. The applicants have approached to this Court by filing the present application under Section 438 of the Code of Criminal Procedure for grant of anticipatory bail in connection with Crime No.0410/2022 registered with Police Station Lakadganj, District Nagpur city for the offences punishable under Sections 120-B, 406, 409, 420, 467, 468, 471, 472, 474 of the Indian Penal Code.

2. The learned Counsel for the applicants submits that the applicants have been falsely implicated in the alleged offence. Whereas, considering the role of the applicants being the employees of the company namely 'Astute Corporate Services Private Limited', which is the accused no.4, no offence attracts against the presents applicants.

3. He submits that the applicant no.1 is a lady, who is a Data Entry Operator, and considering her job and the nature of duties coupled with the allegations made in the FIR, it can be seen that she is no way connected with the alleged offence.

4. The learned Counsel for the applicants has drawn attention to the relevant clauses of the agreement dated 30-10-2017 between the Bank of Maharashtra and the Astute Corporate Services Private Limited. He has argued that in the Agreement Deed there is term 'verification' is defined and the process of verification is given. As per the definition of verification and clause 3 as regards the verification process, the applicants have taken all care by physically visiting the residential addresses of the borrowers and also the place of their employment. He, therefore, argued that no illegality is committed by the applicants.

5. He further submits that, on a statement of co-accused, they have been falsely implicated in the alleged offence. Accordingly, he prays for grant of pre-arrest bail.

6. He lastly argues that the applicants were granted ad-interim anticipatory bail and it was directed to attend the Police Station as and when their presence is required. It is submitted that the Investigating Officer has

never called the applicants during this period which shows that the custodial interrogation of the applicants is not necessary in this case.

7. On the other hand, the learned APP strongly opposes the application and drawn attention on the relevant clauses of the agreement to point out that furnishing of any false information by the 'Astute Corporate Services Private Limited' attracts civil as well as criminal consequences as per Clause 8(j) of the Agreement.

8. The learned APP has pointed out the statement of Area Manager of the 'Astute Corporate Services Private Limited', wherein he has specifically held the applicants and the other co-accused responsible for furnishing false information relating the borrowers, causing loss to the bank and also the Astute Corporate Services Private Limited. He submits that the custody of the applicant is necessary for to conduct the investigation properly.

9. I have perused the case diary and the FIR.

10. The applicants are the employees of the 'Astute Corporate Services Private Limited' and they were entrusted with the duty to verify the documents of the borrowers, their addresses and other relevant information.

11. It was revealed that the documents of loan cases of Lokesh and Imran were referred to the 'Astute Corporate Services Private Limited' by the Bank of Maharashtra for verification.

12. The documents of the above referred two borrowers were verified by the applicants and during the investigation it was revealed that though the false information was submitted by the borrowers, the applicants have noted that the information is found to be correct. The documents in respect of Imran, borrower namely the documents such as WCL salary slip, ITR of three years and Form No.16 were found to be bogus. However, the report submitted by the applicants, does not say so.

13. So far as the other borrower namely Lokesh is concerned, the tax returns were found to be bogus. However, it was not reported by the applicant no.2.

14. The total amount involved in the alleged crime is about ₹ 1.89 Crores. Thus, considering the nature and seriousness of the allegations and the character of evidence collected by the Investigation Officer (IO) during the investigation, I am of the opinion that the custodial interrogation is necessary in this case.

15. Only because the IO did not call the applicants during the period when the applicants were on ad-interim anticipatory bail, does not mean that their custodial interrogation is not necessary particularly when the IO in his reply has specifically stated that the custody of the applicant is necessary.

16. Moreover, though the applicant no.1 is a lady, considering her role and the purpose of custodial interrogation, I am of the opinion that her custodial interrogation is also necessary. Hence, I am not inclined to grant pre-arrest bail to the applicants.

17. At this stage, Shri Dewani, learned counsel for the applicants prays for continuation of interim protection for further two weeks to enable the applicants to surrender either before the trial Court or before the Police. It is pointed out that mother of the applicant No.1 is not keeping well and therefore, two weeks time is required to surrender.

18. Considering the request made by the learned counsel for the applicants and reason stated for the same, interim protection will continue for two weeks from today to enable the applicants to surrender either before the trial Court or before the Police.

19. After two weeks, the interim protection shall stand cancelled automatically and breach of undertaking to surrender will be considered as a serious breach.

[ANIL S. KILOR, J.]