

AGK

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION**

WRIT PETITION NO.459 OF 2023

Parul Pradeep Jha	... Petitioner
V/s.	
The State of Maharashtra	... Respondent

**WITH
WRIT PETITION NO.479 OF 2023**

Sonu Kumar Kanaujiya	... Petitioner
V/s.	
The State of Maharashtra	... Respondent

Mr. Omprakash Parihar for the petitioner.

Mr. Arfan Sait, APP for respondent/State.

Mr. Kunal Bagul, PSI, Govandi Police Station, is present.

Mr. Ravindra Jedhe, PSI, Govandi Police Station, is present.

CORAM : AMIT BORKAR, J.

DATED : APRIL 27, 2023

RC.:

1. The challenge in these writ petitions is to the order of the revisional Court dismissing revision of the petitioners confirming rejection of discharge application by the Magistrate seeking discharge for an offence under Sections 408, 420, 465, 467, 468, 471 read with 34 of the Indian Penal Code.

2. The case of the prosecution, as per the gist mentioned in the

charge sheet, is that one Anil Vazirani had issued a cheque of Rs.10 lakh for the purpose of renewal of his policy with Exide Life Insurance wherein petitioners, Parul was working as Branch Manager and Sonu Kumar was working as Assistant. According to the prosecution, instead of using the amount of Rs.10 lakh towards renewal of such policy, the petitioners opened a new policy in the name of the wife of Anil Vazirani, resulting in a wrongful gain to the Petitioners in the form of receipt of commission amount of Rs.37,391/-. Additionally, it is alleged that both the petitioners, with the intention to get incentives, assured every investor of getting a policy of the said company, telling them to pay one instalment only to get the policy's full benefit. It is alleged that with the intention to create a false policy, the petitioners forged the signature of Jyoti Vazirani without her knowledge and consent and submitted a forged form to the company. A forged receipt towards payment of Rs.10 lakh was issued to her husband, noting that the amount was received for policy renewal. The receipt was signed by one Bikramjeet Singh, who never worked with the said company. Hence, a complaint was filed against the petitioners contending that by preparing forged policy and receipts and creating an impression in the mind of investors to pay one instalment, they were persuaded to open a new policy. The investigating agency, after completion of the investigation, filed a charge sheet.

3. The petitioners filed an application for discharge which was rejected by the impugned order.

4. Learned advocate for the petitioner submitted that the

evidence on record is insufficient to make out the ground to proceed against the petitioners. The material on record is insufficient to fulfil the ingredients of offences alleged against the petitioners. According to him, neither Anil Vazirani nor his wife filed a complaint. Hence, the material in the form of email produced by the prosecution has no evidentiary value.

5. Per contra, learned APP submitted that the statements of employees of the company are sufficient to fulfil ingredients of the offence alleged against the petitioners. He invited my attention to the communication dated 30 March 2016, allegedly issued by Bikramjeet Singh, wherein it is stated that the policy of Anil Vazirani has been reinstated upon payment of the due premium. He also invited my attention to the statement of one of the victims, who stated that Parul Jha approached him with the promise of astronomical returns. He stated that based on such a promise, he opted to purchase a new policy in his wife's name of rs.2,50,000/-. When he received the policy, he was shocked to find that he was required to pay instalments for ten years which he had never opted for. He, therefore, stated that Parul Jha cheated him.

6. I have carefully considered the submissions by the learned advocates for the parties and the material on record. From the material on record prima facie, it appears that Anil Vazirani made a payment towards the renewal of the policy on 17 February 2016. The payment was in the form of two cheques: one for Rs.3 lakh and another for Rs.7 lakh. It prima facie appears that Anil Vazirani, on 18 February 2016 at 8.44 AM, sent an email to Parul Jha to utilize the amount of Rs.10 lakh towards the due premium for his

policy 02073648. Print out of such email placed on record by the prosecution in the charge sheet.

7. Prima facie, it appears that on 4 April 2016 at 3.03 AM, Parul Jha sent an email to Anil Vazirani along with an attachment of the reinstatement receipt of the policy. The statement of one Mr Amol Kadam, an employee of the company, stated that there is no person by the name of Bikramjeet Singh in the company; however, Parul Jha prepared said receipt in his name.

8. On 17 May 2016 at 7.57 AM, Mr Anil Vazirani sent an email to one Manasi Matkar denying his signature on a proposal for obtaining a new life insurance policy, stating that the fact of application for the new policy is untrue.

9. It appears prima facie that the petitioners have used the amount sent by Anil Vazirani to renew the existing policy for opening a new one to get the benefit of Rs.37,391/-. Prima facie, it also appears from the statements of the victim that the petitioners persuaded the investors to opt for a new policy, portraying that in case of payment of one installment, they will be entitled to the benefit of the full policy. However, after receiving the policy, victims realized they needed to pay the remaining installments for ten years. Prima facie, therefore, it appears that the petitioners have acted in connivance with each other to get the benefit of commission payable to a person whose name the new policy was obtained. Prima facie, therefore, I am satisfied that there are several grounds to proceed against the petitioners for an offence under Sections 408, 420, 465, 467, 468, and 471 read with 34 of

the Indian Penal Code.

10. There is no merit in these writ petitions. Accordingly, both the writ petitions are dismissed. No costs.

11. It is made clear that the observations made in this order are only for the purpose of discharge application; however, the Magistrate shall proceed with the trial uninfluenced by the observations made in this order.

(AMIT BORKAR, J.)

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signed by
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GANESH
KULKARNI
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