

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

ANTICIPATORY BAIL APPLICATION NO. 388 OF 2023

Mrs. Rakhi Rajesh Mewawala Applicant
v/s.
The State of Maharashtra Respondent

**WITH
INTERIM APPLICATION NO. 1214 OF 2023
IN
ANTICIPATORY BAIL APPLICATION NO. 388 OF 2023**

Mr. Hiren Buch Intervenor

In the matter between :-

Mrs. Rakhi Rajesh Mewawala Applicant
v/s.
The State of Maharashtra Respondent

**WITH
ANTICIPATORY BAIL APPLICATION NO. 08 OF 2023**

Masumi Rajesh Mewawala Applicant
v/s.
The State of Maharashtra Respondent

Ms. Shubhada Khot for the Applicants in both ABAs.
Mrs. A.A. Takalkar, APP for the State.
Mr. Drutiman Joshi for the Intervenor.

CORAM: SMT. ANUJA PRABHUDESSAI, J.

DATED : 13th JUNE, 2023.

P. C. :-

. These are the Applications under section 438 of Cr.PC. filed by the aforesaid Applicants apprehending their arrest in C.R.No.313/2022 registered with DCB, CID, Unit-6, Mumbai for offences punishable under sections 406, 420, 506(2) r/w. 34 of the Indian Penal Code.

2. It is the case of the prosecution that the Applicants had induced the first informant in availing loan on an assurance that they would repay the loan in monthly installments. It is alleged that the Applicants had not repaid the loan since 2020 and had thereby cheated the bank as well as the first informant.

3. Order dated 06/06/2023 records the statement of the learned counsel for the Applicants that both the financial institutions i.e., HDFC Bank as well as HDB Bank have accepted the proposal for one time settlement. Learned counsel for the Applicants had sought time to file an affidavit giving schedule of payment. Accordingly, the Applicant – Rakhi Mewawala has tendered her affidavit on her own behalf as well as on behalf of her daughter – Masumi Mewawala. The Applicants have stated that they are willing to repay the loan amount to HDB Financial Services Ltd. and HDFC Bank Ltd. Schedule of payment is given in paragraphs 5 and 6 of the affidavit.

4. Learned counsel for the Applicants states that the first installment of HDB Financial Services Ltd. which was due on 30/05/2023 as well as the first installment of loan account by HDFC Bank Ltd. which was due on 10/06/2023 has already been paid. Learned counsel for the Applicants makes a statement that the balance amount will be paid as per the

schedule in paragraphs 5 and 6 of the affidavit. The statement is accepted as an undertaking to the Court.

5. Custodial interrogation of the Applicants is not justified in view of the fact that the Applicants have agreed to settle the matter by repaying the loan amount of the concerned financial institution. Hence, the Applications are allowed on the following terms and conditions :-

- (a) In the event of arrest of the Applicants – Rakhi Rajesh Mewawala and Masumi Rajesh Mewawala in C.R.No.313/2022 registered with DCB, CID, Unit-6, Mumbai, they shall be released on bail on furnishing bail bonds in the sum of Rs.30,000/- each with one or two sureties in the like amount ;
- (b) The Applicants shall report to the Investigating Officer as and when required ;
- (c) The Applicants shall not leave the Country without prior permission of the Court ;
- (d) The bail order shall stand recalled in the event the Applicants fail to abide by the statement made in the affidavit and/or fails to repay the loan amount as per the installments

mentioned in paragraphs 5 and 6 of the affidavit.

(e) The Applicants shall not tamper with the evidence or attempt to influence or contact the complainant, witnesses or any person concerned with the case in any manner ;

(f) The Applicants shall keep the Investigating Officer informed of their current address and mobile contact numbers, and/or change of residence or mobile details, if any, from time to time ;

6. Both Applications stand disposed of. Interim Application stands disposed of in view of disposal of the ABAs.

(SMT. ANUJA PRABHUDESSAI, J.)