IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 2278 OF 2023

Shashank Sakharam Mane ...Applicant

Vs.

The State of Maharashtra and Others ...Respondents

WITH

ANTICIPATORY BAIL APPLICATION NO. 2279 OF 2023

Madhavi Balasaheb Javalkar ...Applicant

Vs.

The State of Maharashtra and Others ...Respondents

Mr. Rushikesh C. Barge, for Applicants.

Mrs. Geeta P. Mulekar, APP for STate.

Mr. A. J. Manve, PC-1878, Shahapuri Police Station, present.

CORAM:- N. J. JAMADAR, J.

DATED:- 3rd OCTOBER, 2023

PC:-

1) Heard the learned counsel for the applicant and the learned APP for the State.

2) These applications are preferred for pre-arrest bail in connection with C.R. No. 12 of 2020, registered with Shahupuri Police Station, Satara, for the offences punishable under Sections 420, 406, 467, 468 read with Section 34 of Indian Penal Code, 1860 ("the Penal Code").

3) The indictment against the applicants is that the first informant Rohidas Rajpure was induced to part with a sum of Rs. 31,75,000/- by making a false representation that a loan of Rs.6 Crores would be made available to him from Bank of India. Applicant Madhavi Javalkar allegedly introduced the first informant to applicant Shashank Mane and his son Aditya Mane, accused No. 1. Applicant Shashank Mane represented to be the Legal Advisor of Bank of India. Accused No. 1 - Aditya made a false representation that he was the Loan Disbursal Officer of the Bank.

4) The first informant alleged that over a period of time, he was induced to pay a sum of Rs.31,75,000/- in tranches. The applicants allegedly made false documents to make the first informant believe that the loan was being sanctioned. A false e-mail was also allegedly addressed to the applicant in the name of HSBC Bank. However, the loan, as promised, could not be sanctioned and disbursed. When the first informant realised that the co-accused No. 1 Aditya and the applicants deceived him, he demanded refund of the amount. Thereupon a MOU was executed on 2nd October, 2019 to repay the said amount by 31st October, 2019. However, only a sum of Rs.25,000/- was returned. Hence, the report.

5) When the applications were listed before this Court on 21st August, 2020, this Court was persuaded to grant interim bail opining, inter alia, that prima facie no amount was credited to the account of the applicants and the co-accused No. 1 - Aditya was granted pre-arrest bail by Court of Session.

6) The learned Counsel for the applicants submitted that material on record would indicate that the first informant had paid the amount to co-accused No. 1 - Aditya, in 21 tranches, detailed in the FIR. It is not the case of the prosecution that any amount has been credited to the account of applicants Shashank and Madhavi. The applicants have been roped in only on the ground that they were allegedly present in the meetings and the applicant Shashank happens to be the father of accused of accused - Aditya.

7) The learned APP, resisted the application on the grounds that the applicants were also instrumental in making the false representation and inducing the first informant to part with a huge amount. As the applicants were also privy to the crime, according to the learned APP, applicants cannot be permitted to wriggle out of the situation only on the ground that the amount was not directly credited to the accounts of the applicants.

8) As is evident, the order of interim bail has been in operation for more than three years. While granting interim protection, the fact that no amount was credited to the account of the applicant weighed with this Court. It appears that accused No. 1 - Aditya, the principal accused, was arrested and has since been released on bail by the learned Magistrate by an order dated 15th December, 2020.

9) The allegations in the FIR prima facie do not indicate that any amount was credited to the account of any of the applicants. It is imperative to note that the MOU dated 2nd October, 2019, reveals that the liability to repay the amount of Rs.32,00,000/- was acknowledged by the accused No.1 - Aditya. The said MOU was executed by and between the first informant and the accused No. 1 - Aditya. Applicant Shashank signed the said MOU as a witness.

10) Prima facie, the MOU, if considered in the light of the fact that the amounts in various tranches credited and/or paid to the accused No. 1 - Aditya, lends support to the submission on behalf of the applicants that no amount was credited to their accounts and they are not beneficiaries of the alleged fraud.

11) Moreover, the applicants have been on interim protection since August, 2020. Though an endeavour was made to urge that there might be other victims, the time lag of more than three years renders such submission unworthy of acceptance. If that was the case, the Investigating Officer, all these long years, could have found out the persons, who were allegedly duped in a similar fashion.

12) I am, therefore, impelled to make the order of interim bail absolute.

13) Hence, the following order:-

ORDER

I) The order of interim bail dated 21st August, 2020 is made absolute.

II) The applicants shall appear before the jurisdictional Court regularly.

III) The applicants shall furnish their addresses and contact details to the Investigating Officer and intimate the change, if any.

IV) The applicants shall not tamper with the prosecution evidence and/or give threat or inducement to the first informant or any of the persons acquainted with the facts of the case.

V) The applications stand disposed.

[N. J. JAMADAR, J.]