IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 290 OF 2024

Afridi Shaukat Khan ..Applicant
Versus
The State of Maharashtra ..Respondent

Mr. Raj Khude for Applicant.
Ms. Mahalakshmi Ganapathy, APP for State/Respondent.

CORAM : SARANG V. KOTWAL, J.
DATE : 16 APRIL 2024

P.C. :

1. The Applicant is seeking anticipatory bail in connection with C.R.No.265 of 2023 registered at M.I.D.C. Police Station, Mumbai, on 16.04.2023, under sections 381, 406, 408, 420, 467, 471 r/w. 34 of the Indian Penal Code.

2. Heard Mr. Raj Khude, learned counsel for the applicant and Ms. Mahalakshmi Ganapathy, learned APP for the State.

3. The F.I.R. is lodged by one Sumit Kulkarni, who was working with the HDFC ERGO General Insurance Limited. He was working in the investigation and legal department to prevent

cheating. One Louis Godad through his representative Kenny Godad had made a complaint that, he had received a call on 03.01.2021. The caller gave his name as Akubuddin. He told the informant's company's customer Louis that he was the Insurance Agent. The said customer Louis had two insurance policies and they were due for renewal. Their premium was Rs.71348/- and Rs.50233/-. Since the policy numbers and the names mentioned by Akubuddin were correct, the said customer believed him and deposited an amount of Rs.1,21,581/- in Akubuddin's account. On 07.01.2021, Kenny Godad asked the Customer Care center of the informant's company regarding this. At that time, he was told that the informant's company had not given those policies. The said customer then called Akubuddin, who told him that he should withdraw the complaints regarding the policies and his money would be returned within 8 to 10 days in his account. Based on this complaint, the informant's company's Fraud Control Unit investigated. It was found that the accused Akubuddin was working with the informant's company from May 2018 to September 2018 with the customer experience department. He had left the company and had joined Landmark Insurance Brokers Pvt. Ltd. from November 2018 to April 2019. The enquiry revealed that, some more customers were cheated in the same manner. Thus, total amount of this fraud was Rs.3,13,783/-. Further enquiry was made in the informant's company. It was found that the Assistant Manager i.e. accused Fakruddin used to download that data and was giving it to Ijma Solutions Pvt. Ltd. owned by the accused Afridi i.e. the present applicant. Another employee Debhajit Rabha was also involved in such activities and used to make the data available to the applicant; who in turn used to supply it to Akubuddin and others which was misused to cheat the customers of the informant's company. On this basis the F.I.R. was lodged.

4. Learned counsel for the applicant submitted that the main accused Akubuddin was working in the said company up to September 2018 and, therefore, there was no reason why Akubuddin would take help of the present applicant Afridi to get the data from the company. The allegations against him are baseless. His custodial interrogation is not necessary.

5. Learned APP opposed these submissions. She produced the investigation papers before the Court. She relied on the statements of Abid Ahmed Hussain Shaikh, Almora Khan and Shailesh Bharadwaj. Their statements show that, Shailesh Bhardwaj had started a company by the name P. J. Policy Junction Pvt. Ltd. at Phoenix Mall, Kurla (W). The applicant Afridi was a Manager and accused Akubuddin was the team leader. Both of them had taken two SIM cards; out of which, one SIM card was used for committing this offence. While they were working in the said P. J. Policy Junction Pvt. Ltd. they had opened an account and had linked it with PAY U link. They used to send that link to the customers to get the money from those customers. This statement shows that there was direct relation and deep involvement of the applicant Afridi along with Akubuddin. The investigation shows that, Akubuddin is the main accused who had called the customers of the informant's company and used their data to forward forged policies and to obtain money in that behalf.

6. The applicant Afridi had obtained data from another accused Fakruddin and had used it for his benefit. He had paid

Rs.2,02,000/- to the accused Fakruddin. The present applicant Afridi was protected by an ad-interim order and he was directed to co-operate with the investigation. However, the police report shows that the applicant has not co-operated with the investigation. He had deliberately given a wrong password, therefore, his email I.D. could not be opened. Thus, it is clear that this applicant had either tampered with the evidence or had deleted the important data. In this view of the matter, no relief can be granted to the present applicant. His custodial interrogation is necessary. His involvement is made clear. He had not co-operated with the investigation.

7. Hence, the application is rejected.

(SARANG V. KOTWAL, J.)