IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 291 OF 2024

Tejas Haresh Hakani ..Applicant
Versus
The State of Maharashtra ..Respondent

WITH
ANTICIPATORY BAIL APPLICATION NO. 648 OF 2024

Kiran Kumar Chhotelal Sharma ..Applicant
Versus
The State of Maharashtra ..Respondent

Dr. Abhinav Chandrachud a/w. Rahul Tripathi, Ashish Dubey and Shahnaaz Chougule for Applicant in ABA/291/24.
Mr. Ashish Dubey a/w. Rahul Tripathi and Shahnaaz Chougule for applicant in ABA/648/2024.
Ms. Mahalakshmi Ganapathy, APP for State/Respondent.

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

P.C. :

1. Both these applications are decided by this common order because they arise from the same subject matter.

2. The Applicants are 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.

3. Heard Dr. Abhinav Chandrachud, learned counsel for the applicant in A.B.A.No.291 of 2024, Mr. Ashish Dubey, learned counsel for the applicant in A.B.A.No.648 of 2024 and Ms. Mahalakshmi Ganapathy, learned APP for the State.

4. 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 that customer 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. Another employee Debhajit Rabha was also involved in such activities and used to make the data available to

Afridi; 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.

5. Learned counsel for both the applicants submitted that they are not named in the F.I.R. There are no allegations that the data which they had allegedly obtained from the others was used in committing this offence. No money was received by them. There was no connection between the present applicants and the main accused Akubuddin.

6. Learned APP submitted that, the Applicant Tejas had obtained data through the applicant Kiran Kumar, however, she submitted that, at this stage, the investigating agency has not found any connection between Akubuddin and these applicants. The informant's company's grievance is that, Akubuddin had made phone calls to their customers and sent the forged policies to obtain illegal renewal amounts; which were misappropriated.

7. I have considered these submissions. The investigation has revealed that the applicant Kiran Kumar was working as an

employee with the applicant Tejas. The arrested accused Debhajit Rabha was paid the money by Kiran. Even Tejas had transferred certain amounts in the account of Debhajit Rabha. Thus they had obtained the data from Debhajit Rabha. However, as submitted by learned APP, that particular data was not connected with the offence mentioned in the F.I.R., wherein, certain customers of the informant's company were cheated and misled into paying the amount for renewal of their policies. The police report shows that, both these applicants have co-operated with the investigation. In this view of the matter, their custodial interrogation is not necessary. It is sufficient if they co-operate with the investigation.

8. Hence, the following order :

<u>O R D E R</u>

1. In the event of their arrest in connection with C.R.No.265 of 2023 registered at M.I.D.C. Police Station, Mumbai, the applicants are directed to be released on bail on their executing P. R. bonds in the sum of Rs.30,000/- each (Rupees Thirty Thousand each Only) with one or two sureties each in the like amount.

2. The Applicants shall attend the investigating agency's office as and when called and shall cooperate with the investigation.

3. The Application is disposed of.

(SARANG V. KOTWAL, J.)