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

## ANTICIPATORY BAIL APPLICATION NO. 720 OF 2024

Fakruddin Basheer Ahmed Shaikh ..Applicant
Versus
The State of Maharashtra ..Respondent

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Mr. Niranjan Mundargi a/w. Sharad Kadam, Ritesh Singh, Richa Singh and Shriniwas Singh i/b. Vijaykumar Kamble for Applicant.
Smt. M. H. Mhatre, APP for State/Respondent.

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**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. Niranjan Mundargi, learned counsel for the applicant and Smt. Mhatre, 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 Fakruddin i.e. present applicant used to download the company's 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.

4. Learned counsel for the applicant submitted that the applicant was appointed with the informant's company upto 06.07.2021. He was associated with the informant's company between 20.11.2018 to 30.06.2021. There is nothing to show that the data which was allegedly downloaded illegally by the applicant was misused in commission of this offence.

5. Learned APP opposed these submissions. She submitted that the main accused in this case is Akubuddin. The Applicant gave the data to Afridi who gave it to Akubuddin. The accused Afridi had transferred Rs.2,02,000/- in the account of the present applicant.

6. I have considered these submissions. The investigation shows that, Akubuddin had called the informant's company's customers and had obtained the money from them ostensibly for renewal of the insurance policy. For that purpose he required the data of the informant's company. It was supplied by the accused Afridi, who had purchased that data from the present applicant. In that connection, one Debhajit Rabha was arrested. He was working with the informant's company. He had informed that the present applicant, Afridi and Akubuddin were working with the informant's company. Since 2019, Debhajit Rabha was removed from the informant's company, but the applicant Fakruddin and co-accused Afridi used to supply the informant's company's data to them. All this shows that the applicant was deeply involved in not only obtaining the data illegally, but was supplying it to the other

accused for monetary gain. That data was used by the main accused to cheat the customers. The applicant was protected by the ad-interim order. However, the police report shows that, he has not co-operated with the investigation. It was revealed that, when he was working as Assistant Manager with the informant's company, he used to get the data on his email I.D.. He used to shutdown the informant's company's network and used to transfer that data by using hotspot to Afridi through his laptop. He deliberately gave wrong password to the investigating agency about his email I.D. It could not be opened and, therefore, the investigating agency could not find out the material on his email I.D. Thus, the applicant's involvement is revealed from the investigation. The applicant has not co-operated with the investigation. Therefore, no protection can be granted to the applicant.

7. The application is, therefore, rejected.

**(SARANG V. KOTWAL, J.)**