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Uday S. Jagtap

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

**INTERIM APPLICATION NO. 988 OF 2019
IN
CRIMINAL BAIL APPLICATION NO. 698 OF 2019**

Prasanna Manjunath Prabhu .. Applicant
Vs.
Amit Naresh Sinha & Anr. .. Respondents

.....
Mr. Vikram R. Sutaria for the applicant
Mr. A.A. Palkar, APP for the respondent – State
Mr. Aniket Vagal a/w Tarunlal Trivedi for the respondent no.1
.....

CORAM : PRITHVIRAJ K. CHAVAN, J.

DATED : 24th JANUARY, 2024

P.C.

1. This is a classic example of taking a Court for a ride not only by breaching the order of bail but also by not adhering to the affidavit sworn by the accused – Amit N. Sinha, who has been released on bail by an order dated 17th July 2019 (Coram: Revati Mohite Dere, J.) which reads thus :-

“1. Heard learned counsel for the parties.

2. By this application, the Applicant seeks his enlargement on bail in connection with C.R.No.130 of 2018 registered with the Amboli Police Station, Mumbai, for the alleged offences punishable under Sections 406 and 420 r/w 34 of

the Indian Penal Code.

3. According to the complainant – Prasana Prabhu, the applicant and his wife cheated him and committed criminal breach of trust to the tune of Rs.6.50 crores.

4. Learned Senior Counsel for the applicant submits that without going into the merits, the applicant without prejudice to his rights and contentions is ready to deposit 50% of Rs.6.50 crores i.e. Rs.3.25 crores. Learned Senior Counsel has tendered an affidavit of the applicant, which is affirmed before the Senior Jailor, Arthur Road Jail. The same is taken on record and marked 'X' for identification. In the said affidavit the applicant has undertaken to deposit Rs.3.25 crores, which is 50% of Rs.6.50 crores, mentioned in the complaint. The applicant has given the details of how the amounts will be paid. The applicant has stated that he will deposit Rs.25 lakhs, by pay order in the Registry of this Court, before his release and the balance amount of Rs.3 crores, within six months in six equal installments. The applicant has further stated that in the event there is any single default in making the payments, his bail will be liable to be cancelled.

5. Without going into the merits of the application and in view of the affidavit tendered by the applicant and the undertaking given by the applicant that he will deposit 50% of the total amount i.e Rs.3.25 crores, the application is allowed and the applicant is enlarged on bail on the following terms and conditions:-

ORDER

- i) The Applicant be enlarged on bail on furnishing P.R. Bond in the sum of Rs.50,000/- with one or more local sureties in the like amount;
- ii) The Applicants shall deposit Rs.25 lakhs in the Registry of this Court, before his release;
- iii) The Applicant shall thereafter deposit the balance

amount of Rs.3 crores, within six months in six equal installments, from the date of his release, in the Registry of this Court;

iv) If there is a single breach or single default in making the payments, the applicant's bail will be liable to be cancelled;

v) The Applicant shall deposit his passport, if any, with the concerned Investigating Officer;

vi) The Applicant shall not leave the country, without the permission of the trial Court.

6. The Application is allowed and disposed of in above terms.

7. It is made clear, that the aforesaid order is not on merits and is granted only in view of the undertaking given by the applicant and the affidavit filed by the applicant that he will deposit Rs.3.25 crores in the Registry of this Court.

8. Stand over to 26th August, 2019, for recording compliance of the first deposit.

9. All concerned to act on the authenticated copy of this order.”

2. Subsequently, he sought extension on 27th August 2019 for depositing a sum of Rs.24 lacs as a part payment towards the first installment. Surprisingly, the same has also not been complied with. An affidavit sworn by the applicant dated 16th July 2019 reveals his undertaking to deposit Rs.3.25 crores which is 50% of the total amount of 6.50 crores.

3. Learned Counsel for the complainant also invited my attention to the Roznama of the Court of Metropolitan Magistrate, 66th Court, Mumbai indicating continuous absence of the accused before the trial Court.
4. Conduct of the accused is writ large which deserves no leniency and sympathy.
5. Learned Counsel for the accused submits that the applicant would clear the entire arrears as ordered in the aforesaid order of bail by monthly installments of Rs.25 lacs, to which learned Counsel for the complainant has strong objection.
6. Having considered the aforesaid facts, the bail granted to the accused stands cancelled. Surety is discharged. Liberty to the complainant to take necessary steps.
7. The application stands disposed of.

(PRITHVIRAJ K. CHAVAN, J.)