IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.222 OF 2024

Asif Islam Shaikh ...Applicant

versus

The State of Maharashtra .... Respondent

WITH
ANTICIPATORY BAIL APPLICATION NO.292 OF 2024

Sunil Kailas Nikam ...Applicant

versus

The State of Maharashtra .... Respondent

Mr. Amey Dinanath Deshpande, i/b Shahed Ansari for the Applicants in both ABAs.
Mr. S. H. Yadav, APP for the State.

CORAM : SARANG V. KOTWAL, J.
DATE : 24st JUNE, 2024

P.C. :

1. Heard, Mr. Amey Dinanath Deshpande for the Applicants and Mr. S. H. Yadav, learned APP for the State.

2. The Applicants are seeking anticipatory bail in

connection with CR. No.495 of 2023 registered with V. P. Marg Police Station, on 7th December 2023 under Sections 409, 420 read with 34 of the IPC. The FIR was lodged by one Mukeshkumar Modi, on 7th December 2023. He has stated that he was in the business of selling steel products. In November 2022, the Applicant Asif Sheikh called him and sent a visiting card of M/s. Sahara Enterprises Kondava, Katraj, Pune. He used the phone No.8999940523 and suggested that the informant can sell goods to this entity. In December, 2022, the Applicant Sunil Nikam called the informant by using the mobile No.7385160139. He told the informant that his phone number was given by the Applicant Asif Shaikh and both of them were owners of M/s. Sahara Enterprises, Kondva, at Katraj, Pune. They placed the order after confirming the rates. One Shabir Shaikh sent purchase order by courier and told the informant that the payment would be made after the goods were sent. The informant sent steel goods between 26th December 2022 to 29th December 2022 through Labhlaxmi Transport Service, Kondva, Pune. The goods were worth Rs.5,19,696/-. In January 2023, the informant tried to contact Shabir Shaikh and the Applicant Sunil Nikam for the payment. They gave him excuses for not making the payment. On 22nd January 2023, the informant went to the said address to take his payment, but he found that there was no such office and that he was cheated. The Applicant Sunil Nikam had switched off his mobile phone. The informant realized that he was cheated and therefore, this FIR is lodged.

3. Learned counsel for the Applicants submitted that after the Ad-interim relief was granted, the Applicants had attended the Police Station and had cooperated with the investigation. He submitted that the purchase order was placed by Shabir Shaikh and not by present Applicants. The Applicants have not committed any offence.

4. Learned APP opposed this submission. He produced the telephone records.

5. I have considered these submissions. While granting ad-interim relief, the Court had recorded that the learned APP had sought time to enable the Investigating Agency to find the communication details between the phone numbers mentioned

in the FIR. Accordingly, the investigation was carried out and there was direct communication between the phone numbers of the informant and both these Applicants. Many calls were made during the relevant period of December 2022. The telephone numbers were verified and they belonged to both these Applicants. Thus, there was direct communication between the Applicants and the informant. The custodial interrogation of the Applicants is, therefore, necessary. No case for grant of relief under Section 438 of the Cr.PC. is made out.

6. Both the Anticipatory Bail Applications are rejected accordingly.

(SARANG V. KOTWAL, J.)