IN THE HIGH COURT OF JUDICATURE AT BOMBAY, NAGPUR BENCH, NAGPUR

CRIMINAL APPLICATION (BA) NO.529/2024
Abhishek s/o Vinodsingh Thakur and anr
..vs..
State of Maharashtra, through Investigating Officer, EOW, Crime Branch, Chandrapur

Office Notes, Office Memoranda of Coram, appearances, Court orders or directions and Registrar's orders	Court's or Judge's Order

Shri Shyam Dewani, Counsel with Shri Nitin Lalwani, Adv. for Applicants.
Shri D.V.Chauhan, Public Prosecutor for the State.
Shri Kartik Shukul, Counsel with Shri R.A.Bhandarkar, Adv. to Assist the Prosecution.

CORAM : URMILA JOSHI-PHALKE, J.
CLOSED ON : 05/07/2024
PRONOUNCED ON : 20/07/2024

1. By this application, being moved under Section 439 of the Code of Criminal Procedure, applicants seek regular bail in connection with Crime No.937/2023 registered with the non-applicant/police station for offences punishable under Sections 420, 406, and 409 read with 34 of the Indian Penal Code.

2. The applicants came to be arrested on 4.4.2024 and since then they are in jail.

3. The applicants are partners of partnership firm namely “Wild Connectivity Solution” (the WCS). “The Tadoba Andhari Tiger Reserve Foundation” (TATRF) entered into an Agreement with the

WCS for OnLine Bookings of "Jungle Safari" on 10.12.2021. As per allegations levelled by the Divisional Forest Officer of the TATRF in the complaint, the aforesaid Agreement was for OnLine Bookings for tourists to visit the Tadoba Forest. The applicants contravened terms and conditions and have not deposited amount and duped the Government Forest Department by not paying amount of Rs.12,15,50,831/-. It is further alleged that applicants who are partners have accepted OnLine Bookings for tourists for "Jungle Safari", but they did not pay amount to the Forest Department as per the Agreement. Moreover, they used the name of the TATRF for bookings and for their personal business. As per the agreement, it is obligatory on the part of applicants to furnish OnLine Booking Data and other details. However, they have not provided the said information and also not provided statement of monthly bookings' accounts to the Forest Department and, therefore, the Forest Department cancelled the Agreement and directed them not to accept any safari bookings. It is alleged that applicants have siphoned public amount and duped the Government and thereby committed the offence.

1. Learned counsel Shri Shyam Dewani for applicants, submitted that as per allegations, applicants have misappropriated

amount of Rs.12,15,50,831/-. The entire allegations revolve around the agreement. Thus, it is just a breach of contract. The sole basis of fraud is on the basis of letter issued by Auditor. He submitted that Audit Report shows Agreement is dated dated 10.8.2020. Whereas, the Agreement is dated 10.12.2021. The Investigating Officer has not collected earlier Agreement to show that the Agreement was in existence since 10.8.2020. The applicants have already invoked arbitration proceedings before the competent court and requested for appointment of an Arbitrator. The First Information Report is lodged on the basis of incorrect foundation. The dispute between applicants and the Forest Department is of a civil nature. No offences are made out under Sections 406 and 420 of the Indian Penal Code. Both Sections cannot be attracted together. It is settled law that bail cannot be denied as a pre-trial punishment nor it is permitted elaborately to deal with merits and demerits of the case. At this stage, considerations for grant of bail are to be looked into. Requirements of offences punishable under Sections 406 and 409 of the Indian Penal Code are contradictory and the said Sections are invoked by the prosecution in the present matter. There is a serious dispute between parties about respective rights and entitlements of parties for which parties have invoked mode of arbitration provided for settlement of dispute in accordance with terms of the Agreement.

In view of the said dispute, which is yet to be adjudicated, the prosecution cannot use machinery for recovery of alleged dues. There are general allegations by the prosecution of tampering of evidence and no material is available on record to substantiate the same.

2. In addition to merits of the case, learned counsel for applicants submitted that applicants are suffering from various ailments. Due to atmosphere in the jail, their health is deteriorating day by day. Thus, on the ground of ill-health also, applicants be released on bail. The applicants are arrested on 4.4.2024 and since then they are behind the bars.

3. In support of his contentions, learned counsel for applicants placed reliance on following decisions of this court:

1. Criminal Application ABA No.752/2023 (Anjali Sumantrao Pant vs. State of Mah., thr.PSO, Malkapur City (Economic Offences Wing), district Buldhana) decided on 4.4.2024;

2. Criminal Application BA No.1427/2022 (Priyanka w/o Abhishek Pacchao vs. State of Maharashtra) decided on 18.1.2024, and

3. Criminal Application BA No.1074/2023 (Atul vs. Arun Meherkure vs. The State of Maharashtra) decided on 18.1.2024.

Learned counsel for applicants further placed reliance on following decisions:

1. Ranjitsing Brahmajeetsing Sharma vs. State of Mah. and anr, reported in (2005)5 SCC 294;

2. Uma Shankar Gopalika vs. State of Bihar and anr, reported in (2005)10 SCC 336;

3. Vir Prakash Sharma vs. Anil Kumar Agarwal and anr, reported in (2007)7 SCC 373;

4. Criminal Application APL No.1070/2023 (Sujata Malewar and anr vs. State of Mah., Ganeshpeth Police Station, Nagpur and ors) decided by the Division Bench of this court on 25.6.2024;

5. Naresh Goyal vs. Enforcement Directorate, reported in 2024 SCC OnLine Bom 1259;

6. Ramesh Kumar vs. State (NCT of Delhi), reported in (2023)7 SCC 461;

7. Bimla Tiwari vs. State of Bihar, reported in 2023 SCC ONLine SC 51, and

8. State of Kerala vs. Raneef, reported in (2011)1 SCC 784.

4. Learned Public Prosecutor Shri D.V.Chauhan for the State, strongly opposed the application on ground that involvement of applicants is in white collar crime by misusing technology and a huge Government fund is not only misappropriated but also siphoned. There are various layers revealed during the investigation and the investigating agency is trying to unlayer the same. The

investigation still in progress. He submitted that the First Information Report is lodged on 18.8.2023 and the application under Section 9 of the Arbitration and Conciliation Act was filed on 7.8.2023. The First Information Report based on Auditor's Report is much prior and yet Laptop and mobile phones are to be seized. During investigation, it revealed that applicants have opened separate accounts. If there was no intention, why separate accounts were opened in the State of Uttar Pradesh. He submitted that if applicants are released on bail, applicants tampering of prosecution evidence cannot be ruled out. Applicant No.2 is a computer professional. The Investigating papers show 171584 transaction entries out of which 83968 transaction entries are deleted, which revealed from the Forensic Audit. Though Notice under Section 91 of the Code of Criminal Procedure was issued, there is no cooperation from applicants. Evasive answers are given by them that laptops and computers are not in their possession and they are unable to produce the same. The investigation is deeply hampered. He submitted that applicants have cancelled GST Registration without informing the TATRF. Thus, applicants have not only defrauded the TATRF but also evaded the tax. The amount alleged to be misappropriated is of a poor strata of the society i.e. Gypsy Owners and Guides etc.. The amounts of Gypsy Owners and Guides were paid by the TATRF. Thus, they have utilized amount Rs.1,52,71,400/-. Still some amounts remained to be paid. Thus, he submitted that intention of applicants can be gathered from circumstances and that intention was since inception.

5. In support of his contentions, learned Public Prosecutor for the State placed reliance **Nimmagadda Prasad vs. Central Bureau of Investigation, reported in (2013)7 SCC 466.**

6. Learned counsel Shri Kartik Shukul, assisting the prosecution, also placed on record written statement as well as oral submissions. He submitted that applicants entered into an agreement with the TATRF for providing user friendly OnLine Booking Services for five years from the date of entering into the Agreement. They have developed software on the expenses of the TATRF. Thereafter, applicants opened bank accounts with ICICI Bank at Pratapgarh. The applicants, on the basis of the said Agreement, have not provided services as per agreed terms and conditions of the said service agreement regarding many aspects, more particularly, supply of monthly data and various statements of the bank accounts for the purpose of audit and other Government compliance and details of payment made to stake holders such as Gypsy Operators and Guides were also not provided. He submitted

that the amount alleged to be misappropriated is a public money. Not only this, applicants have evaded tax to be paid to the Government and the Government is also duped. Thus, there is a *prima facie* material against applicants to show their involvement in the alleged offence.

7. Learned counsel assisting the prosecution placed reliance on the decisions of the Honourable Apex Court in the cases of **Lalmuni Devi (Smt) vs. State of Bihar and ors, reported in (2001)2 SCC 17** and **P.Swaroopa Rani vs. M.Hari Narayana alias Hari Babu, reported in (2008)5 SCC 765.**

8. The applicants are facing charge on an allegation that they entered into an agreement with the TATRF for OnLine Bookings for tourists to visit Tadoba Forest. They are proprietors of WCS, a partnership firm, and they duped the Government i.e. the Forest Department by not depositing amount of Rs.12,15,50,831/-. The applicants were under obligation to pay the amount to the TATRF, Gypsy Owners and Guide Charges, but they siphoned the amount by depositing the same in different bank accounts.

9. The entire issue revolves around the service agreement.

10. As per submissions of learned counsel for applicants, it

is only a breach of agreement and not a criminal offence. Whereas, as per submissions of the learned Public Prosecutor for the State, there was an intention since inception and, therefore, applicants deleted data which was entered in respect of bookings which is supported by the Forensic Audit. Learned Public Prosecutor further submitted that it is misuse of technology. Applicant No.2 is a computer professional and having his expertise in computer technology. The investigating agency is trying to unlayer various aspects as to digital evidence. The entire First Information Report is based on Auditor's Report. The Laptops and Mobile Phones used in the transactions and deleted relevant entries are yet to be seized. Despite the notice under Section 91, applicants have not cooperated with the investigating agency. Thus, *prima facie* case is made out against them.

11. It reveals from investigation papers that the partnership firm of applicants entered into an agreement with the TATRF. Clauses of the said agreement are as follows:

Clause (iii):- from August 2013 the TATR entered into service agreement for providing portal services for online booking and reservation of tickets for Tiger Reserves and National Parks for the aforesaid purpose with a joint venture known as Maha Online

Limited.

Clause (vi):- therefore by adopting Swiss Challenge Purchase System as per the purchase rules prescribed by the Government, the TATR invited competitive bids and with the approval of Chief Wildlife Warden, Maharashtra State, Nagpur selected WCS having been found suitable for the service and having quoted the lowest rate.

Clause (vii):- WCS has assisted TATR in developing an online portal entitled www.mytadoba.org/.gov and handed over the same to TATR for use as its Portal and the same is found meeting the expected level of efficiency.

Clause (viii):- TATR has therefore decided online Reservation System and CSC as well as maintaining and operating the above Portal exclusively through WCS.

Clause (ix):- the MOU by TATR with WCS will be effective till next five years and after that the concerned Executive Director will decide regarding further extension of MoU. The same shall be reviewed every year.

Clause 3.4:- to ensure that the services are provided uninterruptedly and that the TATR does not suffer any disrepute or financial loss due to improper or interrupted services.

Clause 4.6:- WCS will generate Monthly Analytical Report and forward the same to the Field Director, TATR.

Clause 5.2:- The WCS shall be entitled to charge the Processing Fees of Rs.65/- (Rupees Sixty Five Only) inclusive of all taxes and service charges.

Clause 5.3:- WCS shall credit, after ten days from the commencement of the entry of the respective visitors into TATR, the entry fee and all other charges to the bank accounts as under:

Entry Fee per visit to the bank Account of TATR;

Gypsy Charges per Gypsy to Gypsy owner's bank account; and

Guide's Charges per Guide to the Guides bank account;

Processing Fees per ticket to WCS bank account;

Clause 5.4:- WCS shall retain Rs.65/- (Rupees Sixty Five Only) per visitor as its Processing Fees of WCS.

12. Thus, in view of the Agreement, the partnership firm WCS of applicants is entitled to receive Rs.45/- and also under an

obligation to deposit Gypsy Owners' Charges and Guide Charges in their respective accounts and remaining amount to the account of the TATRF. The partnership firm of applicants was under obligation to credit the said amount of entry fees after ten days from commencement of the said entry.

13. As per the Agreement, it was agreed between the parties that whenever service falls below identified thresh hold limits, WCS will work with TATRF to resolve service problems and report progress to the TATRF. Despite joint meeting between them, there was no improvement. It reveals from the investigation papers that an audit was conducted by Auditor on 16.8.2023 and it reveals to the Auditor that total amount received in the bank account of the TATRF against OnLine Bookings from WCS as per books of account of TATRF for the period starting from September 2023 to 27.4.2023 is Rs.10,65,16,918/- and the same has been derived based on the ledger accounts and the corresponding entries in the banks statements. The transaction wise information pertaining to the amounts received against Safari Bookings and other activities has been provided by payment facilitators Razorpay and Instamojo pay in excel sheet. These sheets reflect a consolidated amount received and do not separately reflect various heads against which the

amounts are collected. The auditor could not verify the amounts paid by the WCS to guide and gypsy owners. The statements of guides and Gypsy show that they have not received any amounts from the WCS that is the partnership firm of applicants. Till 29.6.2023, TATRF had to pay Rs.1,52,71,400/- to various Gypsy Owners and Guides. The fees to be paid to Gypsy Owners Guides upto 1.2.2024 go to Rs.3,28,70,900/-. Preliminary analysis was carried out by appointing KND and Associates for Digital Forensic Audit. During digital forensic audit, it was found that data of total 83968 transactions was deleted out of 171584 transactions which took place in the year 2020-2023. These are preliminary findings by Auditor.

14. On receipt of Auditor's communication to applicants and their partnership firm, they were called upon to deposit the amount, but there was no compliance. Thus, applicants not only contravened terms and conditions of the Agreement but also siphoned the amount collected by them and, therefore, the Agreement was terminated.

15. The investigation papers further show that the services of the WCS are obtained for the OnLine Bookings for the safari. The tourists used to book their safaris OnLine by depositing amount in the accounts of applicants. In view of the agreement, applicants

were under obligation to pay charges of safari and Gypsy and Guide by depositing the same in their respective accounts and applicants to retain only Rs.45/- per visit and Rs.30/- to be transferred in the account of the TATRF as processing fees. The applicants were further under obligation to generate monthly analytical report and forward the same to the Field Director of TATRF, which was not complied with. The investigation papers further show that applicants have opened another Safari Booking Account in the name of M.P.Safari. The data of Razorpay and Instamojo payment gateways is lying with applicants. Despite Notice issued under Section 91 of the Code, no documents were produced. Moreover, neither data for verification nor concerned electronic device computers and laptops were produced. During investigation, applicant No.1 shown his inability to produce his laptop. It is further revealed from the investigation that total 27 accounts are maintained by applicants and amounts are transferred to various bank accounts. It is further revealed that applicants have also opened their accounts in Pusad Urban Cooperative Bank and transactions are carried out in the said account. Thus, applicants have not only siphoned amounts collected during bookings but also cancelled the GST Account Number. The communication from the GST Department shows that applicants have cancelled their GST Registration. The fake account in the name

.....15/-

of the TATRF without prior permission of the Forest Department was also opened in the State of Uttar Pradesh and the investigation agency received the KYC of the same. Out of total transactions carried out against the TATRF Bookings in the ICICI Bank Account, Pratapgarh Branch, Rs.63.00 crores are through Razorpay gateway. Thus, huge amount is involved in the said transactions. During the investigation, applicant No.1 was enquired and it revealed that various OTP Numbers are received for transactions and software used for OnLine Bookings and data are in the laptops, but applicants have shown their inability to show laptops. The applicants have not produced other gadgets also to the investigating agency even not cooperated with the investigating agency to ascertain details regarding the Website used for the online bookings. Thus, allegation is not only of siphoning of the amounts but also there is an allegation of fabrication of the electronic record as forensic audit analysis shows that entries 83968 out of 171584 are deleted. The booking amounts are accepted by firms of applicants but the amounts are not paid to other stakeholders like Gypsy Owners and Guides whose earnings are based upon the said transaction and OnLine Bookings.

16. Learned counsel for applicants submitted that the offence levelled against applicants is not made out. The decision in

the case of **Ranjitsing Brahmajeetsing Sharma vs. State of Mah. and anr** *supra*, speaks about bar under Section 21(4) of the MCOC Act and it is observed that where a case is based on circumstantial evidence, the court should consider whether all the links in the chain of circumstances are complete.

17. It is well settled that when the case is based on circumstantial evidence, the chain of circumstances pointing out guilt of the accused requires to be complete.

18. The investigation, in the present case, is still in progress and not completed. At this stage, it would not be appropriate to say that the chain is not completed and no offence is made out against the accused persons.

19. In the case of **Uma Shankar Gopalika vs. State of Bihar and anr** *supra*, which is relied upon by learned counsel for applicants, it is held that every breach of contract would not give rise to an offence of cheating and only in those cases breach of contract would amount to cheating where there was any deception played at the very inception.

20. Here, in the present case, applicants have not only breached contract but also they have deleted entries regarding

transactions which are supported by Forensic Audit, Opening Parallel Account and carried out transactions, which is sufficient to show ingredients of the offence.

The same ratio is laid down in the case of **Lalit Chaturvedi and ors vs. State of Uttar Pradesh and anr, reported in 2024 SCC SC 171.**

21. Considering facts of the present case, the intention since inception is present and, therefore, the above judgment is not helpful to applicants for grant of bail.

22. Another ground raised by learned counsel for applicants is, due to incarceration in the jail, health of applicants is deteriorating and they are taking treatment. The medical report shows that no abnormality is seen by the Medical Officer when they are examined in jail. Even CT Scan Report of the brain of applicant No.2 shows that no significant abnormality is detected.

23. In the case of **Naresh Goyal vs. Enforcement Directorate** *supra*, the Division Bench of this court dealt with words, 'sick' or 'infirm' and it is held that infirmity may arise from a variety of causes. Infirmity may not necessarily be on account of sickness. The Parliament has, therefore, advisedly used the words 'sick' or 'infirm'

disjunctively. The provision is required to be construed in such a manner as to advance the guarantee of right to life under Article 21.

24. The medical record is not sufficient to hold that applicants are not getting adequate treatment in jail. The medical papers are not sufficient to show that they need expert treatment and, therefore, the ground for grant of bail for medical treatment is not available.

25. In the case of of **Lalmuni Devi (Smt) vs. State of Bihar and ors** supra, as relied by learned counsel assisting the prosecution, it is observed that there could be no dispute to the proposition that if the complaint does not make out an offence it can be quashed. However, it is also settled law that facts may give rise to a civil claim and also amount to an offence. Merely because a civil claim is maintainable does not mean that the criminal complaint cannot be maintained.

The above said view is expressed by the Honourable Apex Court in the case of **P.Swaroopa Rani vs. M.Hari Narayana alias Hari Babu** *supra.*

26. In the light of the above observations, if facts of the present case are taken into consideration, involvement of applicants reveals in economic offences. The investigation is still in progress.

During the investigation, various facets are unlayered. Still, the electronic gadgets used in commission of the crime are not seized and the investigation as to digital evidence is still in progress. The Forensic Audit Analysis shows that entries 83968 out of 171584 are deleted regarding transactions. The agency of the applicants was engaged for OnLine Bookings. The Bookings' amounts are accepted by the firm of the applicants, but the amounts are not deposited with the TATRF. The applicants were under obligation to deposit the amounts to be paid to the Gypsy Owners and Guides whose services are used by the various tourists by depositing the amounts which are not paid and the Government has to incur the expenses to the tune of Rs.1,52,71,400/- to the various Gypsy Owners and Guides. Still, amount Rs.3,28,70,900/- of Gypsy Owners and Guides is to be paid. The applicants have not only grabbed the amount of these Gypsy Owners and Guides but also they have duped the Government by not depositing Rs.30/- with the TATRF for each transaction. However, behind the back of the Forest Department, they cancelled the GST Registration as well as not paid the Income Tax. The investigation papers further show that the applicants have entered into transaction and amount Rs.8.00 crores was transferred in Pusad Urban Cooperative Bank which was hidden account. The various accounts are opened in the names of family members and the transactions are taken place.

27. Admittedly, involvement of the applicants is an economic offence. Whether economic offence is to be treated as class of its own or otherwise. The issue has been dealt by the Honourable Apex Court in the case of **P.Chidambaram vs. Directorate of Enforcement reported in (2020)13 SCC 791** wherein it is held that The gravity of the offence, object of the Special Act, and the attending circumstances are a few of factors to be taken note of, along with period of sentence. After all, an economic offence cannot be classified as such, as it may involve various activities and may differ from one case to another. Paragraph No.23 of the said decision is reproduced:

“Thus, from cumulative perusal of the judgments cited on either side including the one rendered by the Constitution Bench of this Court, it could be deduced that the basic jurisprudence relating to bail remains the same inasmuch as the grant of bail is the rule and refusal is the exception so as to ensure that the accused has the opportunity of securing fair trial. However, while considering the same the gravity of the offence is an aspect which is required to be kept in view by the Court. The gravity for the said purpose will have to be gathered from the facts and circumstances arising in each case.

Keeping in view the consequences that would befall on the society in cases of financial irregularities, it has been held that even economic offences would fall under the category of "grave offence" and in such circumstance while considering the application for bail in such matters, the Court will have to deal with the same, being sensitive to the nature of allegation made against the accused. One of the circumstances to consider the gravity of the offence is also the term of sentence that is prescribed for the offence the accused is alleged to have committed. Such consideration with regard to the gravity of offence is a factor which is in addition to the triple test or the tripod test that would be normally applied. In that regard what is also to be kept in perspective is that even if the allegation is one of grave economic offence, it is not a rule that bail should be denied in every case since there is no such bar created in the relevant enactment passed by the legislature nor does the bail jurisprudence provide so. Therefore, the underlining conclusion is that irrespective of the nature and gravity of charge, the precedent of another case alone will not be the basis for either grant or refusal of bail though it may have a bearing on principle. But ultimately the consideration will have to be on case-to-case basis on the facts involved therein and securing the presence of the accused to stand trial."

It has further been held that we are conscious of the fact that the accused are charged with economic offences of huge magnitude. We are also conscious of the fact that the offences alleged, if proved, may jeopardize the economy of the country. At the same time, we cannot lose sight of the fact that the investigating agency has already completed investigation and the charge-sheet is already filed before the Special Judge, CBI, New Delhi and, therefore, their presence in the custody may not be necessary for further investigation and released the appellant on bail.

28. Grant or refusal of bail lies with discretion of the court and it can be regulated by facts and circumstances of that case.

29. Admittedly, involvement of the applicants is in economic offence wherein the investigation is yet to be completed. Jurisdiction to grant bail has to be exercised having regarding to facts and circumstances of each case. The factors to be taken into consideration are nature of accusations, reasonable apprehension of tampering with witnesses, and reasonable possibility of securing presence of accused.

30. Here, in the present case, electronic gadgets are yet to be seized.

31. Learned Public Prosecutor for the State pointed out that if applicants are released on bail, who are highly professionals in computers, there is an apprehension of tempering with evidence with the help of technology. The apprehension is substantiated by the fact that initially with the help of technology, applicants have deleted the entries as regards transactions, which is revealed from the Forensic Audit.

32. Here, the applicants have not only duped the Forest Department but also they evaded the GST as well as Income Tax. The amounts to be paid to the persons, who came from the poor strata of the society, are also siphoned.

33. The Honourable Apex Court, while dealing with offence, involving conspiracy to commit economic offences of huge magnitude, in the case of **Y.S.Jagan Mohan Reddy vs. CBI, reported in (2013)7 SCC 439** laid down following parameters:

> i) economic offences constitute a class apart and need to be visited with a different approach in the matter of bail. The economic offence having deep rooted conspiracies and involving huge loss of public funds needs to be viewed seriously and considered as grave

offences affecting the economy of the country as a whole and thereby posing serious threat to the financial health of the country, and

ii) while granting bail, the court has to keep in mind the nature of accusations, the nature of evidence in support thereof, the severity of the punishment which conviction will entail, the character of the accused, circumstances which are peculiar to the accused, reasonable possibility of securing the presence of the accused at the trial, reasonable apprehension of the witnesses being tampered with, the larger interest of the public/State and other similar considerations.

34. The Honourable Apex Court, in the case of **State of Gujarat vs. Mohan Lal Jitamalji Porwal, reported in (1987)2 SCC 364** held as follows:

"5. ….The entire community is aggrieved if the economic offenders who ruin the economy of the State are not brought to book. A murder may be committed in the heat of moment upon passions being aroused. An economic offence is committed with cool calculation and deliberate design with an eye on personal profit regardless of the consequence to the community. A

> disregard for the interest of the community can be manifested only at the cost of forfeiting the trust and faith of the community in the system to administer justice in an even-handed manner without fear of criticism from the quarters which view white collar crimes with a permissive eye unmindful of the damage done to the national economy and national interest….."

35. Considering the crime having involved enormous and huge amount and siphoned of amount and fabrication of digital data and investigation revealing manner in which the Forest Department is duped and the Government money is at stake, the role of applicants is clearly exposed. In the background of accusations and its gravity and especially when the investigation is yet not completed, the application deserves to be rejected and the same is **rejected**.

The application stands **disposed of.**

(**URMILA JOSHI-PHALKE, J.**)

!! BrWankhede !!