Amberkar

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CRIMINAL BAIL APPLICATION No.2584 OF 2024

Deepak Prataprai Dani .. Applicant
Versus
State of Maharashtra .. Respondent

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- Mr. Kapil Dave, Advocate for Applicant.
- Mr. Dinesh J. Haldankar, APP for Respondent – State.

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CORAM : MILIND N. JADHAV, J.

DATE : MARCH 24, 2025

P. C.:

1. Heard Mr. Dave, leaned Advocate for the Applicant and Mr. Haldankar, learned APP for State.

2. Present Application is filed by Applicant - Deepak Prataprai Dani in connection with C.R. No. 738 of 2022 registered with Pant Nagar Police Station for offences under Sections 419, 420, 409, 465, 467, 468, 471 read with 120-B and 34 of Indian Penal Code, 1860.

3. The present Applicant is arraigned as Accused in the present crime along with the other co-accused persons. Complainant is the Chief Manager of Rajkot Nagarik Sahakari Bank. Date of the FIR is 14.10.2022. Date of incident is 14.06.2022. According to Complainant between January 2022 and September 2022, one co-accused namely

Rani Durairaj introduced herself as a loan insurance agent to the bank and opened 29 savings account in the bank in its Ghatkopar branch. According to Complainant the said co-accused Rani Durairaj demanded overdraft facilities from the bank against hypothecation of LIC policies of her costumers. According to Complainant, the Branch Manager of the bank Mr. Vipul Patel after following the due process granted overdraft facility on hypothecation of LIC policies to the tune of Rs. 11.94 crores to the 29 customers recommended by the agent Rani Durairaj. According to Complainant, initially the loan accounts were serviced for a few months but thereafter there were defaults. According to Complainant, when the hypothecated LIC policies were attempted to be dealt with to secure the balance loan amounts, it was found that some of the LIC policies were forged whereas some of them had already lapsed. The Bank also realized and found that the customers to whom the loans were advance were not available on the addresses provided by them to the bank.

4. Applicant's Advocate Mr. Dave would submit that he is one of the victim on whose name the said Rani Durairaj forged LIC Policy documents without his consent and knowledge and obtained Rs.60 lakhs loan from the bank and when the said loan was not paid, Applicant received a notice from the bank. Applicant is arraigned as an accused person along with other accused persons for offences of cheating and forgery with the bank. He would submit that Applicant has no nexus with availing the loan of Rs.60 lakhs from the bank. He would submit that Applicant has dealt with the said agent Rani Durairaj in the past for obtaining a loan of Rs.1.5 lakhs and at that time he has shared all his details with her for availing the loan amount which was subsequently repaid by him in entirety. He would submit that the said agent Rani Durairaj is the main accused in the present case alongwith her two accomplices who without the knowledge of Applicant by filing forged documents obtained loan from the bank which was disbursed in the bank account of the Applicant held with the said bank on 05.08.2022 and on that day / date itself the said amount was transferred from the bank account by once again committing forgery of Applicant's name and signature to two third parties called Chandu Agro Product (Rs.40 lakhs) and another third party Durga Prasad and Company (Rs.20 lakhs). He has drawn my attention to page No. 137 and page No. 138 of the Application in support of his above submission. His contention is twofold, firstly, he does not know or is unaware of the aforesaid loan transaction or receipt of loan or its subsequent transfer though it is prosecution case that the two third parties belong to Applicant and secondly he never applied for loan but has been impersonated by the said co-accused agent called Rani Durairaj and her two accomplices. He would submit that Applicant was arrested after one year of filing the FIR on 23.08.2023. He would fairly submit that he has one previous antecedent. He would however submit that Applicant is not beneficiary of any money even though prosecution alleges that the loan amount was transferred to the two third parties which belong to Applicant.

5. Learned APP would submit that Applicant in collusion with Rani Durairaj the main accused and her accomplice Rajeev Biswas another co-accused conspired to cheat the bank by presenting fabricated LIC policy for availing loan amount of Rs.60 lakhs on behalf of Applicant and after receiving the amount, siphoned it to two third parties. He would submit that the fabricated and forged LIC policies were accepted by the Accused No.2 Bank Manager Mr. Vipul Patel and he gave recommendation for grant of loan. He would submit that the said Branch Manager is also a co-accused in the present case. He would submit that though Applicant has pleaded that some of the similarly placed co-accused persons have been released on bail by Court, they have infact returned back the amount received by them or they have been released on depositing a substantial amount in Court as a condition precedent for bail and therefore they have been granted bail. He would therefore submit that the bail Application be rejected.

6. I have heard the learned Advocate for Applicant and learned APP at length and perused the record of the case with their able assistance. *Prima facie* it is seen that principle accused Rani Durairaj in connivance with the Bank Manager of the bank namely Vipul Patel are the persons responsible for the aforementioned crime. Admittedly Applicant has never interacted with the Branch Manager for availing the loan. His alleged role is that he conspired to avail the loan and paid a commission to the agents. It is seen that while considering the bail Application of one of the co-accused namely Rajeev Tarit Biswas in paragraph No. 6 of bail order dated 07.03.2024 this Court (Coram: N.J. Jamadar, J.) has observed as under:-

> *"**6.** I have perused the material on record. Prima facie, Vipul Patel,the then Branch Manager of the said Bank, appears to be a principal confederate in the conspiracy to defarud the Bank. Vipul Patel had allegedly accepted false and fabricated documents and on the basis of those documents got the overdraft facility sanctioned in the name of the various borrowers. The role attributed to the Applicant is that of bringing those borrowers and collecting his commission from them for the overdraft facility which was fraudulently obtained. Prima facie, it cannot be said that the role of the Applicant is more grave than that of Vipul Patel."*

7. In the case of Rajeev Biswas (co-accused), his role was that he along with Rani Durairaj and Sonali Borse (another agent) were the three LIC agents who produced the forged documents for verification to obtain loan on behalf of other co-accused persons. It is seen that two other co-accused persons (borrowers) who are similarly placed like the Applicant before me are enlarged on bail and their orders are appended on page Nos. 273, 280 and 287 of the Application. On reading the said orders it is seen that they have been directed to execute P.R. Bond of Rs.10 lakhs and Rs.5 lakhs as condition precedent for grant of bail. It is seen that 7 co-accused persons out of the 12 accused in the present crime are already enlarged on bail considering their role including the main co-accused Vipul Patel, the Branch Manager of the bank. His order is appended at page No. 273 of the Application.

8. In the case of Applicant, allegation is of submitting a fabricated and lapsed LIC policy. It was the duty of the Bank Manager to have checked the dates on the policy if it is now alleged that the LIC policy was a lapsed policy. Due diligence on the part of the Bank comes into play. Despite this the Bank Manager is enlarged on bail.

9. Investigation has been completed. Chargesheet has been filed. Considering the role of Applicant which is *prima facie* delineated herein above, on parity with the other co-accused persons who have also been granted bail and who are also alleged to have similarly filed forged documents through the 3 agents for obtaining loan, the Applicant can be released on bail.

10. In view of the above *prima facie* observations and long incarceration of Applicant for over a period of 1 year and 7 months as delineated herein above and the facts that the trial would not be completed in the near foreseeable future, Bail Application of Applicant stands allowed on the following terms and conditions:-

(i) Applicant is directed to be released on bail on furnishing P.R. Bond in the sum of Rs.50,000/- with one or two sureties in the like amount;

(ii) Applicant is permitted to furnish provisional cash bail of Rs.50,000/- for his release immediately and file undertaking that he will provide one or two sureties in the like amount of Rs.50,000/- within a period of four weeks after his release which shall be accepted by the Trial Court. Applicant shall provide sureties as directed;

(iii) Before his actual release from jail, Applicant shall furnish his address where he proposes to reside after his release from jail to the concerned Police Station and also to the trial Court;

(iv) After his release from jail, Applicant shall report to the Investigating Officer as and when called for;

(v) Applicant shall attend the trial Court on first Tuesday of every month between 11.00 a.m. and 1.00 p.m. to mark his presence. If the first Tuesday of the said month falls on a holiday and / or non Court working day, the Applicant shall mark presence on the next working day;

(vi) Applicant shall co-operate with the conduct of trial and attend the trial Court on all dates unless specifically exempted and will not take any unnecessary adjournments, if he does so, it will entitle the prosecution to apply for cancellation of this order;

(vii) Applicant shall not leave the State of Maharashtra without prior permission of the Trial Court;

(viii) Applicant shall not influence any of the witnesses or tamper with the evidence in any manner; and

(ix) In case of any infraction of the above conditions and / or two consecutive defaults in marking his attendance before trial Court, it shall attract the provisions of Section 439(2) of Cr.P.C. i.e. for cancellation of bail.

11. It is clarified that the observations made in this order are limited for the purpose of granting Bail only. They shall not be construed as observations on merit. The trial shall be adjudicated on the strength of evidence led by parties and strictly on its own merits being uninfluenced with any of the *prima facie* observations made herein above in this order.

12. Bail Application is allowed and disposed.

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[MILIND N. JADHAV, J.]