IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 3538 OF 2024

Vijay Tukarma Parab ...Applicant
V/s
State of Maharashtra ...Respondent

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Adv. Sunil Rajaram More for the Applicant.
Adv. Ajay S. Patil, APP for the State.
Adv. Sujit Bhagwan Thakur, PSI, Kharghar Police Station.

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CORAM : RAJESH S. PATIL, J.

DATED : 10th FEBRUARY, 2025

P.C.:

1. The Applicant has filed the present Application under Section 438 of the Code of Criminal Procedure, 1973 for apprehending the arrest of the Applicant in C. R. No. 0250 of 2024 registered with Kharghar police station at Navi Mumbai for the offences punishable under section 318(4), 316(2), 352 and 351(2) of the Bhartiya Nyaya Sanhita, 2023.

2. It is the case of the prosecution that the Informant had invested a sum of Rs. 1,21,08,400/- in the Company named as Shri Raghuvir Enterprises, on the assurance of one Mr. Harshal Gawade

(Accused No. 2) that he will get returns of Rs. 5,00,000/- per month. However, since the returns as promised was not delivered, for refund 14 cheques were handed over by Harshal Gawade (Accused No. 2) to the Informant. All those cheques were bounced on presentation. Hence, the Informant has lodged an FIR. So also, notices are issued under Section 138 r/w 141 of the Negotiable Instruments Act, 1881.

3. Learned Counsel for the Applicant submitted that he was working as peon with the father of Harshal Gawade (Accused No. 2). On instruction of Gawade's he signed certain papers and without his understanding, he was made a partner of the partnership firm- Shri Raghuvir Enterprises. It is submitted that the Applicant has studied only till 10th Standard and he was not aware about the financial transaction of the firm- Shri Raghuvir Enterprises. It is further submitted that the case as pleaded in FIR and in the notice issued under Section 138 of the Negotiable Instruments Act, 1881 is totally different. It is further submitted that the Applicant has withdrawn sum of Rs. 25,00,000/- time to time from the bank account of the partnership firm. However, the said amount was withdrawn on instruction of his employer and

that amount had never come to him. It is submitted that no purpose will be served by taking the Applicant in custody. It is further submitted that Harshal Gawade (Accused No. 2) has executed an affidavit dated 27th July, 2018, wherein, he admitted that the sum of Rs. 1,08,00,000/- would be repaid by him to the Informant. Hence, the present Anticipatory Bail Application requires to be allowed.

4. Learned APP submitted that the present Applicant is one of the partners of the firm Shri Raghuvir Enterprises and being a partner, he is liable to the acts of the partnership firm. A huge amount of Rs. 25,00,000/- has been withdrawn by the present Applicant, hence, the minimum expected is at least Rs. 25,00,000/- should be deposited by the present Applicant in this Court, in order to show his bona fides, in order that interim protection be granted by this Court. Since the Applicant is not ready to deposit sum of Rs. 25,00,000/- in this Court, the present Anticipatory Bail Application deserves to be rejected and the Applicant needs to remain present before the Police Authorities for interrogation.

5. I have heard the counsel for both parties. It is come on

record that, the Informant had deposited sum of Rs. 1,21,08,400/- with the partnership firm. In the FIR, it is the case of the Informant that, the said amount was deposited by way of an investment. However, in the notice issued under Section 138 of the Negotiable Instruments Act, 1881, the said amount has been said to be a friendly loan. The cheques which were issued in the name of the firm have been signed by the Harshal Gavade (Accused No. 2) and Laxmi Khot (Co-accused). The present Applicant has not signed those cheques. As far as the Applicant is concerned he says that he is just a peon in the office of the father of co-accused and being an employee, he was directed to withdraw cash from the bank account which he deed perform as his a duty.

6. Taking into consideration that the Informant himself has changed his stands and as far as the transactions are concerned, according to me, a case is made by the present Applicant to grant him protection. Hence, the following order.

<u>O r d e r</u>

(i) **Anticipatory Bail Application is allowed**.

(ii) In the event of his arrest in connection with Cr. No.0250/2024, dated 19/07/2024 registered with

Kharghar Police Station at Navi Mumbai, till filing of the chargesheet, the Applicant be released on bail on his executing PR Bond in the sum of Rs.20,000 (Twenty Thousand Only) with one or two sureties in the like amount.

(iii) The Applicant shall attend the concerned Police Station on 17th February, 2025 and on 20th February, 2025 from 11.00am to 1.00pm.

(iv) The Applicant and his surety shall provide their respective mobile numbers, e-mail address and documents pertaining to the place of residence.

(v) The Applicant shall not tamper with the evidence of the prosecution in any manner. He shall not influence the Informant, witnesses or any other person concerned with the case.

7. Anticipatory bail Application is accordingly disposed of.

(RAJESH S. PATIL, J.)