Ashish

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CRIMINAL REVISION APPLICATION NO. 33 OF 2025

Vivek Arun Limaye … Applicant
V/s.
Assistant Director, Enforcement Directorate Mumbai Zone II … Respondent

Mr. Subodh Desai, Senior Advocate a/w Mr. Malhar Zatakia, Rishabh Singh, i/b Mr. Shantanu Shetty, for the applicant.

Mr. Sagar Agarkar, APP for State.

CORAM : AMIT BORKAR, J.

DATED : SEPTEMBER 25, 2025

P.C.:

1. Learned Senior Advocate appearing for the applicant has placed on record a copy of the notice of the present application which shows that the matter was listed before this Court today. The acknowledgment produced indicates that respondent no.1 has duly received the notice on 22 September 2025.

2. Despite due service of notice, respondent no.1 has neither engaged the services of an Advocate nor made any appearance before this Court.

3. Learned Senior Advocate for the applicant then drew my attention to the material on record and pointed out that the Enforcement Case Information Report (ECIR) in question was registered in the year 2016. He submitted that the applicant is a Medical Practitioner by profession and had entered into a Memorandum of Understanding (MOU) with the main accused, namely Mr. Motewar, as far back as in the year 2012. Under the said MOU, the management and control of the hospital in question was to be transferred to Mr. Motewar, subject to fulfillment of the conditions set out therein. In addition to this, another MOU was executed in relation to the land forming part of the project since the entire project stood mortgaged and hypothecated with the concerned bank.

4. The learned Senior Advocate has further invited my attention to the extracts of the records available with the Ministry of Corporate Affairs, which show that in pursuance of the MOU, Mr. Motewar was inducted as a Director in the company. The documents further disclose that towards part performance of the obligations under the MOU, out of the agreed sum of 28 Crores, an amount of 5.11 Crores had been paid to the applicant. This payment was made much prior to the registration of the ECIR, and it relates back to the year 2012 itself. On the basis of these facts, it was submitted that the transaction was in the nature of contractual performance arising out of the MOU, and not in furtherance of any alleged criminal design. Therefore, the applicant cannot be fastened with criminal liability for the alleged offence at this stage.

5. Having considered the material produced, I find prima facie substance in the submissions advanced on behalf of the applicant. The record demonstrates that the payment in question was made in 2012 in furtherance of a written MOU. The ECIR itself came to be registered only in 2016. At this stage, there is no material to suggest that the applicant had entered into the arrangement with any dishonest intention or had participated in the alleged acts of money laundering.

6. In view of the above circumstances, I am satisfied that the applicant has made out a case for grant of interim protection. Accordingly, until further orders, there shall be ad-interim relief in terms of prayer clause (c), restricted to the applicant alone.

7. List the application for further consideration on **11 November 2025.**

(AMIT BORKAR, J.)