

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.858 OF 2025

Dr Umesh Krushnaji Joshi	...Applicant
Vs	
State Of Maharashtra	...Respondent

AMOL
DILIPRAO
NAWALE

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by AMOL
DILIPRAO
NAWALE
Date: 2025.04.05
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Mr. Abid Mulani, Advocate for the applicant.

Mr. Avinash Naik, APP for the State.

Ms. Kirti Dabir, Advocate for Respondent No.2.

CORAM : RAJESH S. PATIL, J.

DATED : 3 APRIL 2025

P.C.:

1. The applicant is apprehending his arrest in connection with the Crime No.176/2023 registered by the police station, Khadak for the offences punishable under Sections 420 and 406 of the Indian Penal Code. Hence, he has moved this application for anticipatory bail.

2. Mr. Mulani, the learned Advocate for the applicant, submits that as per the statements made by the applicant, it was recorded on 27 March 2025 that the applicant had made efforts to deposit a sum of Rs. 60,00,000/- into the account of the informant by 1 April 2025. However, despite the steps taken by the applicant, the same could not

be accomplished due to the festival season and the financial year-end, during which the banks were not functioning from 29 March 2025 to 1 April 2025. Furthermore, since the informant's bank is located in Dubai, the transfer from an Indian bank to a foreign bank inherently requires more time than a standard domestic banking transaction.

3. He further submits that certain WhatsApp messages were exchanged between the advocate for the applicant and the informant. In the meantime, after incurring an expense of Rs.25,000/-, the applicant has prepared a Demand Draft in the sum of Rs.60,00,000/- in the name of the Registry of this Court. The applicant is ready and willing to deposit the said amount today itself.

4. An affidavit-cum-undertaking has been furnished by Dr. Umesh Joshi-applicant dated 1 April 2025, outlining the timeline for payment of the balance amount of Rs.90,00,000/- to be deposited in this Court. The affidavit of Dr. Umesh Joshi dated 1 April 2025 is taken on record and marked as "X" for identification. Mr. Mulani, the learned Advocate for the applicant, identifies the signature of the applicant on the said affidavit. The submissions made in the affidavit are accepted as an undertaking given to this Court. All undertakings are accordingly accepted.

5. For ease of reference, the said affidavit dated 1 April 2025 is scanned and reproduced herein below :

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04
03/04

R. No. 2

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

IN

I.A. NO. 1337 OF 2025

IN

A.B.A. NO. 858 OF 2025

Dr. Umesh Krushnaji Joshi)
Age – 66 years, Occ.: Business,)
Samarpan, Plot No. 15,)
Anant Baug Society, New Peth,)
Pune- 411030.).....Applicant/Accused

V/s.

1. The State of Maharashtra)
2. Dry Dock Trading LLC)
101, Emirates Post Bldg.,)
Naif Road, P.O. Box 15311)
Daira-Dubai (U.A.E.))
Through Mr. Hassan Ali Purohit).....Respondents



AFFIDAVIT

I Mr. Hassan Ali Purohit, an adult, Inhabitant of India, residing at 802, Paradise Heights, Oshiwara, Andheri (West), Mumbai - 400 053; and Director, (Partner) of "Dry Dock Trading LLC", on solemn affirmation state and submit as under:-

- (1) I say that, I am First Informant in C.R. No. 176/2023.
 - (2) I say that, I have studied Affidavit of Applicant / Accused in A.B.A. No. 858/2025; to which I have filed my Reply vide I.A. No. 1337/2025 and I strongly object the said Affidavit of Applicant/Accused.
 - (3) I say that, as per company's directions, I put up my Reply as per paragraph is under:-
 - (a) That the full and final amount payable is
 - Rs.1.50 Lakhs - Basic + Interest of two years
 - + Rs. 0.01 Lakhs - Process fees
 - + Rs.0.18 Lakhs - Rent paid to Containers.
 - Total - Rs.1.69 Lakhs - One Crore Sixty Nine Lakhs Only.
- Therefore paragraph No. 2 in Affidavit of Applicant, not accepted and denied.



(b) I say that, I, as Partner of Company, do not assure, co-operation, unless and until, entire payment is done, as per my Schedule, which is as under:-

i) As per directions of Hon'ble Court and my Letters to MARSHAL MFG & EXPORTS, the details of Account are as under:-

NAME OF ACCOUNT : MARSHAL MFG & EXPORTS

BANK NAME : AXIS BANK LTD.

BRANCH : MALAD, MUMBAI-400064

ACCOUNT NO. : 923020055946913

IFS CODE : UTIB00000062

Payment of Rs.60 Lakhs, be made forthwith.

(c) I say that the Schedule to be followed as under:-

- 1) 28th March – 3rd April, 2025 – Rs.60 Lakhs
- 2) 4th April – 4th March, 2025 – Rs.54 Lakhs
- 3) 5th March – 5th June, 2025 – Rs.55 Lakhs.



(d) I say that, in case of default of any of above mentioned payments, the A.B.A. No 858/2025, should stand rejected, automatically, without filing of any application.

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(e) I say that, all the passports of the Applicant/ Accused be deposited with EOW Office, Commissioner's Office, Pune, forthwith.

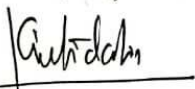
(f) I say that, Applicant/Accused should attend office of EOW, every week.

I say that, whatever is stated hereinabove is true and correct to the best of my knowledge and belief.

Signed on solemn affirmation)

On this 3rd day of April, 2025.)

Identified by me,


Advocate for First Informant

Deponent



Before me.

BEFORE ME



Adv. S. N. Dhanage
Notary Govt. of India
Regd. No. 15376, MUMBAI (MS)
404-405, 4th Floor, Davar House,
197/199, Near Central Camera Bldg,
D. N. Road, Fort, Mumbai - 400001
Mob.: 8591897834

3 APR 2025

NOTED & REGISTERED
Page No. 207 Sr. No. 1564
Date 3 APR 2025



دراي دوک للتجارة (ش.د.)
Dock Trading L.L.C
 ters, Exporters & Wholesalers

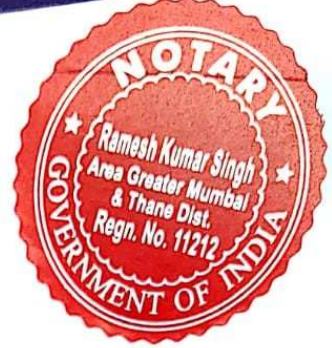


DATE : 2ND APRIL 2025.

TO,

MARSHAL MFG & EXPORTS

A/301 , KOL DONGRI CHS LTD .
 PARSI WADA, SAHAR ROAD. CHAKALA .
 ANDHERI EAST , MUMBAI – 400099.



SUBJECT : ACCEPTANCE OF PAYMENT OF RUPEES 150,00,000/- (ONE CRORE FIFTY LACS)

DEAR MR. MOHAMMED SHAFI .

THIS IS TO INFORM YOU THAT PLEASE BE KIND ENOUGH AND ACCEPT PAYMENT OF INDIAN RUPPES 1,50,00,000/- (ONE CRORE FIFTY LACS) FROM MR. UMESH KRISHNA JOSHI PARTNER OF M/S AURO ENTERPRISES , 2007 SADA SHIV PETH TILAK ROAD, PUNE 411030 , ON OUR BEHALF . THIS PAYMENT IS PART PAYMENT AGAINST THE PAYMENT WHICH YOU HAVE TO RECEIVE FROM DRY DOCK TRADING LLC, DUBAI UAE .
 PLEASE SHARE YOUR BANK DETAILS.

PLEASE CONFIRM YOU UNDERSTANDING.

THANSKING YOU

REGARDS


 HASSAN ALI PUROHIT .
 PARTNER .



Sr. No.: 4720
 Date: 2-4-25



BEFORE ME

 2-4-25
RAMESH K. SINGH
 (BSC, LLB)
 Advocate & Notary Govt. of India
 Greater Mumbai & Thane District
 Regd No. 11212



جوال : 971 54 518 1632 + هاتف : 971 4 272 2998 + ص.ب: 15311، ديرة، دبي (ا.ع.م) 101 بناية البريد الإماراتي، شارع نايف
 Mob : +971 54 518 1632, Tell : +971 4 272 2998, 101 Emirates Post Building , Naif Road, P.O.Box : 15311, Deira - Dubai (UAE)
 Email : drydockuae@gmail.com

Marshal Mfg. & Exports



301 KOLDONGRI C H S A WING, 3RD FLOOR PARSIWADA, SAHAR ROAD, ANDHERI (EAST), MUMBAI - 400 099
PHONE 4236 5900 • FAX 91 22 2824 6003 • E-mail marshalexports@yahoo.com • Website: www.mmepl.in

DATE : 2ND APRIL 2025.

TO,
DRY DOCK TRADING LLC,
101, EMIRATES POST BUILDING,
NAIF ROAD, DEIRA
DUBAI -- (UAE)



SUBJECT : ACCEPTANCE OF PAYMENT OF RUPEES 1,50,00,000/- (ONE CRORE FIFTY LACS)

DEAR MR. HASSAN ALI PUROHIT.

THIS IS TO INFORM YOU THAT WE WILL ACCEPT THE PAYMENT DUE TO US FROM MR. UMESH KRISHNA JOSHI PARTNER OF M/S AURO ENTERPRISES, 2007 SADA SHIV PETH TILAK ROAD, PUNE 411030, AS PART PAYMENT DUE FROM YOU.

OUR BANK DETAILS ARE AS FOLLOWS.

ACCOUNT NAME: MARSHAL MFG & EXPORTS
BANK NAME : AXIS BANK LTD.
BRANCH : MALAD , MUMBAI 400064.
ACCOUNT NO : 923020055946913.
IFS CODE : UTIB0000062.

PLEASE CONFIRM YOUR UNDERSTANDING.

THANKING YOU

REGARDS

MOHAMMED SHAFI.

PROPRIETOR



BEFORE ME

RK 2-4-25
RAMESH K. MAR SINGH
(BSC, LLB)
Advocate & Notary Govt. of India
Greater Mumbai & Thane District
Regd No. 11212



Sr. No.	4719
Date:	2-4-25

6. The applicant is permitted to deposit a sum of Rs.60,00,000/- in the Registry of this Court.

7. Ms. Dabir, the learned Advocate for the informant, has tendered an affidavit of the informant dated 3 April 2025. On internal page 6 of the affidavit, the informant has referred to a company named Marshal MFG & Exports. Ms. Dabir, on instructions from her client, submits that the remaining payment of Rs.90,00,000/- to be deposited by the applicant may be directly deposited into the account of Marshal MFG & Exports or in this Court.

8. The learned Advocate for the applicant submits that his client will deposit the entire payment of Rs.90,00,000/- as per the schedule mentioned in paragraph no. 8 of the affidavit of the applicant in this Court or directly to Marshal MFG & Exports, provided the first informant co-operates in quashing proceedings.

9. The applicant is permitted to deposit by way of Demand Draft of Rs.60,00,000/- without admission of guilt into the Registry of this Court. And further permitted to deposit Rs.90,00,000/- periodical in this Court.

10. The applicant has demonstrated his bonafides by agreeing to deposit total sum of Rs.1,50,00,000/- to this Court.

11. In view of the bonafides shown by the applicant in depositing the

entire amount of Rs.1,50,00,000/- before this Court. At this stage, according to me, a case is made out to allow the present anticipatory bail application on certain conditions :

ORDER

(a) **The anticipatory bail application is allowed.**

(b) In the event of arrest of the Applicant Crime No.176/2023 registered by the police station, Khadak for the offences punishable under Sections 420 and 406 of the Indian Penal Code. The Applicant shall be released on bail furnishing P.R. bond to the extent of Rs.50,000/- with one or more sureties of the like amount.

(c) The Applicant shall co-operate with the investigation and attend the investigating officer of the concerned police station on 9 April 2025 and 10 April 2025 between 10.00 a.m to 1.00 p.m., thereafter as and when called.

(d) The Applicant shall not directly or indirectly make any inducement, threat or promise to victim and to any person acquainted with facts of case so as to dissuade him/her from disclosing the facts to Court or any Police Officer and should not tamper with evidence.

(e) The Applicant shall furnish his contact number and residential address to the investigating officer and shall keep him updated, in case there is any change.

(f) The Applicants and his surety shall provide their

respective mobile numbers, e-mail address and documents pertaining to the place of residence.

(g) As per the liberty sought by the parties they are free to prefer appropriate proceedings in accordance with law.

12. Needless to say, violation of any of the aforesaid conditions would make the applicant liable to face proceedings for cancellation of anticipatory bail. It is also clarified that the observations made in this order are limited to the question of grant of anticipatory bail to the applicant in the present application and that the trial Court shall proceed further, without being influenced by the observations made in this order.

13. In view of the above, the present **Anticipatory Bail Application is disposed of.**

(RAJESH S. PATIL, J.)