IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 1822 OF 2023

Mrs. Farnaaz Nasir Pipulkar …Applicant

Versus

The State of Maharashtra …Respondent

ROHIT RAMDAS GHUGE
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Date: 2026.08.25 11:20:40 +0530

Mr. Mosin Shaikh, for Applicant.

Mr. S. S. Ghag, APP for Respondent-State.

CORAM: MADHAV J. JAMDAR, J.
DATED: 17 AUGUST 2026

P.C.:

1. This matter was called out in the morning session. As none has appeared for the Applicant as also for Respondent No.2, in the Morning Session, the matter was kept back in the Afternoon Session.

2. In the Afternoon Session, Mr. Mosin Shaikh, learned Counsel appearing for the Applicant appeared. None appeared for the Respondent No.2.

3. As the Anticipatory Bail Application of the year 2023 and pending in this Court for three years, the same is taken up for hearing and disposal.

4. In this Anticipatory Bail Application filed under Section 438 of the Code of Criminal Procedure, the applicant is seeking pre-arrest Bail in connection with Crime No. 102 of 2022 registered with Rabale Police

Station, Navi Mumbai under Section 420 read with Section 34 of Indian Penal Code.

5. Prosecution case is set out in the Anticipatory Bail Application, which reads as under:

> *"a. It has been alleged that, Report filed by the complainant on 03/03/2023 against the present applicant and other persons and according to her contentions, in December 2016, she came in contact with the present applicant. Accordingly, they have discussion regarding loan. Moreover, the applicant has stated her that she is working in ICICI Bank in loan department and members of financers are well known to her. At that time, the present applicant introduced Dhanraj to the complainant and for the loan purpose asked to bring the documents and sum of Rs. 48,000/- at Vikhroli, Mumbai. At that time, the present applicant and Dhanraj told one Sayyed at Kurla, who is their family friend, will arrange private finance within 7 days. Hence, the informant and the present accused went to Sayyed Bhai, Sayyed Bhai gave reference of Dinesh Bhai. Hence, all of them went to meet Dinesh Bhai and it was agreed that he will give loan at the rate of 18%, but Rupali refused to take the loan.*
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> *b. On the next day, the present applicant called the complainant at Airoli, where Dhanraj Shetty, one person Parag and another one person was present. They introduced Vinay Nair who will arrange private loan on interest and loan will be provided from ICICI bank, London on verifying the documents and she was given assurance regarding the same. Thereafter after some days, her brother-in-law Mithun Mahale told her that Manoj Gupta of Kota, who is builder is in need of 10 Crores of Rupees and Manoj Gupta will keep 9.50 lacs with him and pay Rs. 50 lacs. Accordingly, documents of Manoj Gupta's property in Rajasthan, Kota was kept to be mortgaged. Thereafter, they contacted the present accused she demanded 9% of the loan amount from Manoj Gupta. At that time, Manoj Gupta told that he will not pay any amount or any advance till the loan is passed. On 29/12/2016, meeting was arranged at Oberoi Mall and in that meeting, the present applicant told Manoj Gupta that on the valuation of the property and all the*

documents are verified, then loan will be passed within 10 to 15 days. On 02/01/2017, the loan process started. The present applicant asked to bring the stamp papers of 500 rupees and obtained cheques. But one cheque of amount of Rs. 6,800/- was mentioned and the receipt of the cheque was blank. In January, 2018 the present applicant told that in the account of Gayatri Constructions of Manoj Gupta, process of payment is started. But, as no amount was credited on the account of Manoj Gupta she contacted ICICI bank on Toll Free number, where she came to know that on payment of processing fee loan will be passed and amount will be credited. It was told by the present applicant. Thereafter, the present applicant pressurized the complainant to pay sum of Rs. 30 Lacs otherwise, loan will be cancelled. The complainant has denied that she is having nothing and she could not arrange the said amount. Accordingly, the present applicant stated that whatever amount she has to be given to her. Accordingly, the present accused introduced Shamim Pipulkar. The present accused to whom sum of Rs. 2 lacs paid but she do not remember the date. Thereafter, the present accused told to adjust Rs. 28 lacs. Accordingly, she was having the transaction with Shamim Pipulkar previously. Hence, the complainant believed the lady and on keeping faith on Vinay Nair, on 29/01/2018 paid 11 lacs by Abhyudaya Bank. On 31/01/2018 Rs. 10 lacs from Abhyudaya Bank. On 02/02/2018, she paid Rs 9 lacs through cash deposit machine. She paid sum of Rs. 2 lacs to the present applicant, Rs. 30 lacs to Vinay Nair in his account, who is in jail. Thus, according to the informant/complainant, the present applicant/accused has cheated her for the same.

c. The informant has lodged the report on 03.03.2023 in the Rabale Police Station, registered FIR C.R No. 102/2023 Under Section 420 and 34 of IPC. On the basis of that report, aforesaid offences were registered against the present applicant and the co-accused."

6. It is submission of Mr. Mosin Shaikh, learned Counsel appearing for the Applicant that the Applicant has been protected in this case by order darted 06th July 2023 and till date i.e. for more than a period of 3

years the said protection continues. He submitted that, the charge-sheet is already filed against other accused and the applicant has attended the police station as and when called. He submits that, although statement has been made on behalf of the Applicant which has been recorded in the order dated 10th April 2026 to the effect that the Applicant is ready to settle the matter by depositing an amount of Rs. 6,62,545/- in the bank account of the Respondent No.2 towards the disputed transaction, however, it is submitted that, the said statement has been made as on the last occasion, bank account statement has been furnished to that effect. However, he submits that the Applicant has again checked her bank statement and no such amount has been deposited in the account of the Applicant. He submits that, Applicant is a lady and there are no other antecedents.

7. On the other hand learned APP strongly opposes the application.

8. As noted hereinabove inspite of opportunity given none appears for the Respondent No.2.

9. Perusal of the record shows that, the FIR has been lodged on 03rd March 2023 against four accused. The Applicant No. 1 is the Accused No.1. As far as, Accused Nos. 2 to 4 are concerned, they have been arrested and released on regular bail.

10. A learned Single Judge by order dated 06th July 2023 has granted protection to the Applicant, which continues till date. It is admitted

position that the Applicant has co-operated with the investigation and has attended the Police Station as and when called. The Applicant is a lady.

11. Accordingly, in the facts and circumstances, case is made out for grant of Anticipatory Bail.

12. In view thereof, the following order is passed.

O R D E R

(a) In the event of arrest of Applicant – Mrs. Farnaaz Nasir Pipulkar in connection with Crime No. 102 of 2022 registered with Rabale Police Station, Navi Mumbai, the Applicant is directed to be released on bail on her furnishing P.R. Bond in the sum of Rs.20,000/- with one or two solvent sureties in the like amount.

(b) The Applicant shall attend the concerned Police Station as and when called.

(c) The Applicant shall furnish her cell phone number and residential address to the Investigating Officer and shall keep the same updated, in case of any change thereto.

(d) The Applicant shall not directly or indirectly make any inducement, threat, or promise to any person acquainted with the facts of the case so as to dissuade such a person

from disclosing the facts to the Court or to any Police personnel.

(e) The Applicant shall not tamper with the prosecution evidence and shall not contact or influence the Complainant or any witness in any manner.

13. The Anticipatory Bail Application is disposed of accordingly.

[MADHAV J. JAMDAR, J.]