

ANTICIPATORY BAIL APPLICATION No. 40 OF 2018

Suryabhan Bhagwant Jadhav	...	Applicant
Vs.		
The State of Maharashtra	...	Respondent

Mr. Sagar Kasar a/w Ms. Rachana Harpale, Amol Wagh, for the Applicant.

Mr. S. R. Agarkar, APP for the Respondent – State.

Mr. Bipin P. Shewale, API, Pimpalgaon, District Nashik – Present.

CORAM : P. N. DESHMUKH, J.

DATE : MARCH 23, 2018

PC :-

1. Heard learned counsel for Applicant and learned APP for Respondent – State. Applicant is protected by interim order of this Court dated 10th January, 2018 from arrest in Crime No. 152 of 2017 registered by Pimpalgaon Baswant Police Station, for the offences punishable under Section 406, 420 read with 34 of the Indian Penal Code.
2. According to Applicant, he was employed as clerk in

Karmaveer Kakasaheb Wagh Sahakari Sakhar Sugar Factory Ltd. at Nashik. In his tenure since 2002 he was President of the Organised Labour Union and had retired from said service on 30th June, 2017. On 1st June, 2017 he had issued letter to the President of Chatrapati Sambhaji Raje Sakhar Udyog Ltd. Chittepimpalgaon, district Aurangabad, giving consent for running said Sugar Factory of Nifad on leave and license basis.

3. It appears that complainant Shivaji Takale, Chief Accounts Officer of Sambhaji Raje Sahakari Sakhar Udyog Ltd. on the delegation of powers by the Board of Directors lodged a report against Applicant and 2 others, alleging that Sugar Factory of Nifad in district Nashik was rent out through Liquidator on lease to above named Sugar Factory at Aurangabad for a period of six years from 2012 to 2018. However, said Sugar Factory is closed down since 2015 due to losses. It is further alleged that on the recommendation of Applicant, being President of Labour Union of Sugar Factor of Nifad, district Nashik, said Sugar Factory was let out on sub-lease to M/s. MKP Sales Pvt. Ltd. through its Chairman and Managing Director, who are accused Nos. 2 and 3 respectively for a period of one year,

and has further alleged that as per the terms of sub-lease agreement, MKP Sales Pvt. Ltd., Nashik was required to pay all the expenses and salaries of the workers, sugar bills, rents and taxes and other expenses which were, however, not paid due to non functioning of the factory and had caused loss to workers, as well as to sugar cutting contractors, etc. and therefore, report came to be lodged as aforesaid.

4. Perusal of documents filed in support of application, being agreements reveal that whatever dispute, that would arise between parties with regard to the agreement, was agreed to be referred to the Commissioner of Sugar, Maharashtra State, Pune for arbitration to act as a sole arbitrator as per the provisions of Arbitration & Conciliation Act, 1996 and decision of the arbitrator would be binding on both the parties. Similar provision was also made in the subsequent agreement. In spite of that, it appears that without referring dispute to the arbitrator, complaint came to be lodged as aforesaid.

5. Considering above facts, it is noted that dispute involved in this application is civil in nature and the involvement of Applicant prima-facie is of his issuing letter, which is at page 44 (Exhibit “H” to

the application) in his capacity as Executive President, Nifad Sugar Mill Labour Union, by which said Sugar Mill at Nifad is agreed to be given on leasehold basis to M/s. MKP Sales Pvt. Ltd., Nashik. Except as aforesaid, no involvement of Applicant is seen. This Court while granting interim protection to Applicant has already noted that in the year 2017-18 the lessee had disclosed that they would not run sugar factory in the year 2017-18, and therefore, sub-lease agreement was entered into by Chatrapati Sambhaji Raje Sakhar Udyog Ltd. with M/s. MKP Sales Pvt. Ltd., Nashik and the Applicant being President of Nifad Sugar Labour Union alongwith others had consented to the same, and has thus, granted interim protection.

6. Learned APP, on instructions, makes a statement that charge-sheet is prepared but yet to be filed, and no custodial interrogation of Applicant is necessary. In this view of the matter, interim protection granted to Applicant on 10th January, 2018 stands confirmed. Application is accordingly disposed of as allowed.

Sd/-
[P. N. DESHMUKH, J.]