

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION**

ANTICIPATORY BAIL APPLICATION NO. 967 OF 2019

Virpakshappa Virappa Kalburgi Applicant

Versus

The State of Maharashtra Respondent

- Mr. Ritesh Thobde a/w. Sagar Tambe, Advocate for Applicant.
- Mr. Prashant Jadhav, APP for the State/Respondent.

CORAM : SARANG V. KOTWAL, J.
DATE : 29th AUGUST, 2019

P.C. :

1. The Applicant is seeking anticipatory bail in connection with C.R.No.115/19 registered with Akkalkot North Police Station, Dist. Solapur under section 420 r/w. 34 of the Indian Penal Code.

2. The offence is registered on 28/03/2019 by one Swamith Harwalkar. It is mentioned in the FIR that on 08/03/2019 he had placed an order with M/s. Ayya Traders for purchasing Sofa set and cupboard. He had paid Rs.22,280/-. The Proprietor of Ayya Traders promised that he would deliver the furniture within 10 days, but no furniture was given. The present

applicant was said to be the owner of the shop. It is the case of the first informant that the applicant had told the informant to wait for some days and assured him further to get back his furniture. It is the case of the informant that the applicant helped the Proprietor of Ayya Traders to abscond and, therefore, this complaint is lodged.

3. Heard Shri. Ritesh Thobde, for the applicant and Shri. Jadhav, APP for the State. Learned counsel for the applicant submitted that there was no privity of contract between the informant and the applicant. The applicant has not taken any money. He has not made any representation of furnishing furniture. He relied on the rent agreement executed between Ayya Traders and the applicant which shows that the applicant has already given that shop on rent, therefore, he submitted that the applicant has not committed any offence. Learned APP relied on the statement of other victims from whom proprietor of Ayya Traders had taken money. Their story is similar to the story of the first informant.

4. I have considered these submissions. The applicant has

not made any representation, neither has accepted money from the first informant or from the other victims. The applicant himself had entered into rent agreement with main accused. He was also assured by proprietor of Ayya Traders that he would come back and fulfill his obligation, therefore, applicant's situation is not different from other victims and he was also waiting for the proprietor of Ayya Traders to come back. In view of this matter, no offence is made out, at this stage. Hence, he is protected by anticipatory bail.

5. Hence, the following order :

ORDER

- (i) In the event of his arrest in connection with C.R. No.115/19 registered with Akkalkot North Police Station, the applicant is directed to be released on bail on his furnishing PR bond in the sum of Rs.25,000/- (Rupees Twenty Five Thousand Only) with one or two sureties in the like amount.

(SARANG V. KOTWAL, J.)