

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

ANTICIPATORY BAIL APPLICATION NO.113 OF 2021

Naval s/o Ramanlal Bora = APPLICANT

VERSUS

The State of Maharashtra = RESPONDENT/S

Mr.RR Karpe,Advocate for Applicant;

Mr.AM Phule,APP for Respondent-State.

CORAM : SMT.VIBHA KANKANWADI,J.

DATE : 25th March, 2021.

PER COURT :-

1. The applicant is apprehending his arrest in connection with CR No.2245/2020 registered with Shrirampur City Police Station, District Ahmednagar, for the offence punishable under Section 420 of IPC and, therefore, he has filed the present application under Section 438 of Cr.p.C.

2. Heard learned Advocate and learned APP appearing for the respective parties. In order to cut short it can be stated that both of them have made submissions in support of their respective contentions.

3. Perusal of the FIR, lodged by one Sagar Raosaheb Pawar resident of Vadala Mahadeo, Tq. Shrirampur, District Ahmednagar, would show that he had taken Soybean crop and the present applicant

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had gone to purchase it. Initially, rate was quoted by both of them, however, thereafter, the rate was settled @ Rs.4,000/- per quintal. The informant had 30 quintals of Soybean and, therefore, the price of the Soybean was fixed at Rs.1,20,000/- on 10.10.2020. The present applicant took the entire 30 quintals Soybean from the informant and gave him cash of Rs.20,000/- and cheque dated 24.11.2020 for Rs.1,00,000/-, drawn on Union Bank of India. When the informant deposited the said cheque with his banker, it was bounced/dishonoured on the ground of "funds were insufficient" in the said account. The informant made enquiry with the applicant, whereupon, the applicant told that he may re-deposit the cheque and, accordingly, the informant re-deposited the cheque on 25.11.2020. However, it again dishonoured on the same count. When again the informant had contacted the applicant, it was told to him that there was some financial problem with the applicant and he would give cash of Rs. 1,00,000/- to the informant within 2-3 days. But, thereafter, time and again, when the informant either tried to contact the applicant on phone or personally, the applicant was not available. Under such circumstance, he says that he was cheated by the present applicant. He also states that he learned that the present applicant has cheated 15 other persons to the tune of Rs.9,46,500/-.

4. Though a point has been raised, as to whether giving colour of criminal nature can be

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allowed to a civil contract and the outstanding amount is concerned, suffice it to say, at this stage that, on instructions, learned Advocate for the applicant is making a statement that the applicant would deposit an amount of Rs.1,00,000/- with the trial Court, i.e. JMFC, Shrirampur on or before 30th March, 2021, the ends of justice would be achieved. It will not be out of place to mention here that the present FIR cannot be taken as a representative FIR in respect of other persons as the transactions entered into with those persons would be at a different point of time; place and for different quantity. Under the said circumstance, when physical custody of the applicant cannot be said to be required for the recovery of the money because the proceedings under Section 420 of IPC cannot be used for recovery of money in such a way and with the peculiar facts of the case, the applicant deserves to be granted anticipatory bail, however, on conditions. Hence, following order, -

ORDER

- i. The application stands allowed.
- ii. In the event of arrest of the applicant in connection with CR No.2245/2020 registered with Shrirampur City Police Station, District Ahmednagar, for the offence punishable under Section 420 of IPC, he be released on PR and SB of Rs.15,000/-.

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iii. This order of granting anticipatory bail to the applicant is subject to deposit of an amount of Rs. 1,00,000/- (Rupees one lac) by the present applicant with JMFC, Shrirampur on or before 30th March, 2021.

iv. The applicant shall not indulge in any criminal activity nor shall tamper with the prosecution evidence in any manner.

v. It is, however, clarified that if the applicant fails to deposit the aforesaid amount within the stipulated period, the protection of anticipatory bail granted in his favour would automatically stand cancelled.

(SMT. VIBHA KANKANWADI)
JUDGE

BDV