

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
CRIMINAL BAIL APPLICATION NO. 1064 OF 2020**

Sachin Balaso Patil	...	Applicant
Versus		
The State of Maharashtra	...	Respondent

Mr. Umesh R. Mankapure, for the Applicant.

Mr. H. J. Dedhia, APP, for the State-Respondent.

CORAM : V. G. BISHT, J.

RESERVED ON : 26th October, 2021.

PRONOUNCED ON : 15th November, 2021.

PC:-

. The present application has been moved by the applicant under Section 439 of the Code of Criminal Procedure in Crime No.476 of 2019 registered with Tasgaon Police Station, District-Sangli, for the offences punishable under Sections 420 read with 34 of the Indian Penal Code and Section 3 of Maharashtra Protection of Interest of Depositors (In Financial Establishments) Act, 1999.

2 It is the case of prosecution that the informant is an agriculturist. Informant's friend Sampat Mali, who also is a farmer, has the business of poultry and had purchased 300 birds from one Maha Rayat Agro

Company, Islampur. Informant thus showed an interest to start poultry farming and accordingly visited Swarajya Agro Comapany at Sangli and found the company's scheme to be profitable. He, therefore, decided to start the business of poultry farming.

3 According to prosecution, after negotiations with the said Agro Company, it was decided that by paying an amount of Rs.1,00,000/-, the informant would receive two units i.e. 600 birds, medicines, doctor visits and utensils required for birds. Thus, informant by giving advance amount of Rs.25,000/- entered into an agreement with Swarajya Agro Company. After the execution of the agreement, the applicant, who is director of the Company and one Pratik Kamble, who is the Manager, were in contact with the informant and were providing the bird food and information about the business.

4 The prosecution alleges that about one and half months before the filing of the FIR, the said Company failed to provide the medicines, doctor visits, bird food as per the agreement. The informant later on came to know that like him other 100 to 150 farmers have also been cheated. He accordingly filed the FIR.

5 Mr. Mankapure, learned Counsel for the applicant, at the very outset, submits that having regard to the nature of accusation, Section 3 of the MPID Act will not be applicable. Similarly, it is not the case that the informant was induced, rather it was the informant who had approached the Agro Company after negotiations an agreement between the parties took place. Because of some unforeseen circumstances, the applicant could not act in pursuance of the agreement between the parties. Thus, there was no criminal intention on the part of the applicant. Moreover, investigation is completed. Applicant is in jail since last two years. No useful purpose will be served by keeping him behind the bar. There are no criminal antecedents. Therefore, the present application deserves to be allowed, urged learned Counsel.

6 Mr. Dedhia, learned APP, on the other hand, would oppose the submissions so advanced by learned Counsel for the applicant and would submit that like informant other 65 agriculturist have also been cheated on by the applicant. There is no merit in the application and same is liable to be rejected.

7 I may note here that the accused has also been charged with Section 3 of the Maharashtra Protection of Interest of Depositors (In

Financial Establishments) Act, 1999 ("MPID" for short). A simple reading of Section 3 of the MPID Act would show that necessary ingredients required for attraction of Section 3 are prima-facie not applicable to the facts of the case in hand. Therefore, this aspect need not detain me any more.

8 From the record it is more than clear that it was the informant, who had approached the Agro Company of the applicant. After negotiations both the parties entered into an annual agreement, a copy of which is filed on record. The applicant pursuant to the said agreement complied his duty, however, it appears that after some 3-4 months when he discontinued to perform in consonance with the terms of agreement, the present FIR came to be filed. In my considered opinion, merely because of breach of some contractual agreement the same would not enable the informant to resort to criminal prosecution. Even otherwise, everything has been seized by the investigating officer during the course of investigation. The investigation is also over. Charge-sheet has been filed. I also do not find any criminal antecedents. In such circumstances, I do not see necessity of keeping the applicant behind the bar.

9 For the aforesaid reasons, I am inclined to allow the application.
Hence, the following order.

ORDER

(i) Applicant- Sachin Balaso Patil shall be released on bail in C.R. No. 476 of 2019 registered with Tasgaon Police Station, District-Sangli, on his executing P .R. bond in the sum of Rs.25,000/- with one or more sureties in like amount.

(ii) The applicant shall not tamper with the prosecution evidence and shall attend the trial regularly.

(iii) The observations made herein-above are prima-facie in its nature for the purpose of deciding the bail application only. The trial Court shall not be influenced by the observations while deciding the case on merits.

(iv) Parties to act on copy of this order duly authenticated by the Sheristedar of this Court.

(v) The application is allowed in the aforesaid terms.

(V. G. BISHT, J.)