

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
BENCH AT AURANGABAD**

**25 ANTICIPATORY BAIL APPLICATION NO.960 OF 2022**

1. AJIT BALAJI GHOTE  
2. ROHIT BALAJI GHOTE  
VERSUS  
THE STATE OF MAHARASHTRA

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Advocate for Applicants : Mr. Gundre Suraj V.  
APP for Respondent-State : Ms. V. S. Choudhari.  
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**CORAM : S. G. MEHARE, J.**  
**DATE : 26.09.2022**

**PER COURT :-**

1. Heard the learned counsel for the applicants and learned APP for the respondent-State at length.

2. It is not in dispute that the applicants had a written agreement with the agriculturists to supply the Papaya plants and he would make the market available for the Papaya fruit in Delhi. The applicants have also an agreement with Munivar Agriculture Private Ltd., Delhi to purchase the Papaya. However, it has been alleged against the applicants that after the fruits were grown, many times the requests were made to the applicants to pluck Papaya and to sell it in the market, but the applicants failed and the complainant has suffered a huge loss. The applicants had deliberately not plucked the Papaya

and sold it to the Delhi market. Since inception, the applicants intended to cheat the complainant.

3. The applicants have a case that they have received the money from the complainant for supplying the Papaya plant. They have supplied the Papaya plant. However, due to the sudden closure of the fruit market for one year, there were no good rates, hence, he could not pluck the Papaya. He never had an intention to cheat the agriculturists. Hence, no offence is made out.

4. Learned counsel for the applicants would refer to the relevant agreements with the agriculturists and one Munivar Agriculture Private Ltd., Delhi prospective purchaser of the Papaya. Learned counsel for the applicants has vehemently argued that the applicants sent the purchasers to the fields of the agriculturists to purchase the Papaya and most of the agriculturists have sold it. Therefore, they did not suffer the loss. Since nothing is to be recovered from the applicants, they may be released on anticipatory bail.

5. Learned APP has vehemently argued that the applicants deliberately did not pluck the Papaya though the Delhi market was opened. She has referred to a letter addressed by Munivar

Agriculture Private Ltd., Delhi and pointed out that the company called the applicants many times to supply the Papaya on phone, but they did not supply it. She has vehemently argued that the poor agriculturists have suffered a huge loss. Since inception, the applicants had intention to cheat the poor agriculturists. The applicants have no reason to make the market available for the Papaya of the complainant and other agriculturists. The reasons explained by the applicants are against the facts. Therefore, the application deserves to be dismissed.

6. Perused the papers produced by the learned APP and the applicants with their application. As discussed above, it is not in dispute that there was a written contract between the applicants and agriculturists as well as with Munivar Agriculture Private Ltd., Delhi. The applicants have placed on record the documents showing that at the relevant time, the fruit market of Delhi was not functioning. It is their specific case that they have received money from the agriculturists for supplying the Papaya plants and they have supplied. Considering the case of the complainant that they have the Papaya Tree which supports the contention of the applicants that they have supplied the Papaya plants to agriculturists. If

the letter addressed by the Munivar Agriculture Private Ltd., Delhi to the Investigating Officer dated 04.09.2022 is considered that would not indicate that the applicants had an intention to cheat. It is purely a civil contract. It is not the case that the applicants absolutely did nothing against the promises made by them to the agriculturists. No doubt, the agriculturists may have suffered the loss, but there was a clear agreement with them. Considering the allegations levelled against the applicants, it is hard to believe that there are elements of cheating. Therefore, application deserves to be allowed. Needless to mention that the observations are limited for the purpose of the present bail application. Hence, the following order :

### **ORDER**

- (i) The application is allowed.
- (ii) The interim protection granted to the applicants by the order dated 25.07.2022 stands confirmed on the same terms and conditions.

**(S. G. MEHARE, J.)**

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vmk/-