IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

ANTICIPATORY BAIL APPLICATION NO.1441 OF 2021

RAVINDRA VISHNU TANGDE
VERSUS
THE STATE OF MAHARASHTRA

…
Mr. D. M. Bhalke, Advocate for applicant.
Mr. V. M. Kagne, APP for the respondent – State.
…

CORAM : SMT. VIBHA KANKANWADI, J.

Reserved on : 10.01.2022
Pronounced on : 19.01.2022

ORDER :-

. The applicant is apprehending his arrest in connection with Crime No.422 of 2021 registered with Gangapur Police Station, Tq. Gangapur, Dist. Aurangabad for the offences punishable under Sections 406, 420 of Indian Penal Code.

2. Heard learned Advocate Mr. D. M. Bhalke for the applicant and learned APP Mr. V. M. Kagne for the respondent – State.

3. It has been vehemently submitted on behalf of the applicant and even after the perusal of the FIR it can be seen that whatever amount has been given by the informant was for the purpose of the transaction between him and one Vitthal Pawar. Though that amount was given to

the account of the present applicant, said Vitthal Pawar has received the said amount and it has not been utilized by the present applicant. At the most, Vitthal Pawar is liable to repay the amount and accordingly, in the FIR, it is stated that he had promised the informant that he will pay that amount. Nothing is require to be recovered from the applicant and therefore, his further physical custody is not required. The affidavit sworn by Vitthal Kisanrao Pawar before Notary on 07.12.2021 is also made available, which states that the said amount was received by him after it was withdrawn by the present applicant.

4. Per contra, the learned APP submitted that there is documentary evidence to prove that the amount of Rs.2,20,000/- was transferred through NEFT to the account of the present applicant. Though the transaction was between the informant and Vitthal Pawar, huge amount has been transferred to the applicant's account and ultimately, he has to say where that amount has gone. That amount is required to be recovered and it appears that since beginning, Vitthal Pawar and the present applicant had intention to cheat the informant. Therefore, the physical custody of the applicant is required.

5. At the outset, it is to be noted that the informant is a person, who states that he had entered into contract with Vitthal Pawar for supply of

labours for sugarcane cutting. Informant had given cash of Rs.1,00,000/- to Vitthal Pawar, cash of Rs.50,000/- to the sugarcane labours and also an amount of Rs.12,000/- as transportation charges. As per their transaction, remaining amount was to be given to Vitthal Pawar and Vitthal Pawar had informed the informant that rest of the amount should be given to the account of his cousin Ravindra Vishnu Tangde. The account number is also provided by Vitthal Pawar to the informant. Thereafter, the amount of Rs.2,20,000/- has been transferred by the informant through NEFT, however, on the next day, those workers fled away without informing the informant. When this fact is informed to Vitthal Pawar, he promised to provide different labours or to repay the amount, but he failed. In all amount of Rs.3,82,000/- was given by the informant to said Vitthal Pawar. The police papers show that the amount was so transferred in the name of present applicant. In fact, as aforesaid, the applicant himself is admitting to have received that amount, but then he says that he had given that amount to Vitthal Pawar. We cannot consider the statement of an accused without proof. It also shows from the account of the present applicant that he had withdrawn the amount that was transferred to his account. We cannot also rely on the alleged affidavit of Vitthal Pawar, because he is also an accused in this case. Under such circumstance, when it is an offence in respect of financial transaction, this Court would be slow in granting any relief in the nature of anticipatory bail. Application, therefore, stands rejected.

[SMT. VIBHA KANKANWADI, J.]

scm