**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**
**CRIMINAL APPELLATE JURISDICTION**
**ANTICIPATORY BAIL APPLICATION NO.2911 OF 2021**

Vinod Satish Ghadge & Anr. ... Applicants
versus
The State of Maharashtra ... Respondent

WITH
INTERIM APPLICATION NO.496 OF 2022

Bapusaheb Gulabrao Ghadge ... Applicant/Intervener
and
Vinod Satish Ghadge and Anr. ... Applicants
versus
The State of Maharashtra ... Respondent

Mr. A.B.Girase with Mr. Onkar Wable i/by Mr. P.D.Bachate, for Applicant.
Mrs. J.S.Lohakare, APP, for State.
Mr. Sachin Dhakephalkar i/by Mr. S.G.Kawade, for Intervener.
Mr. R.T.Dalvi, PSI Lonikand Police Station, Pune, present.

**CORAM: N.J.JAMADAR, J.**
**DATE : 18th JULY, 2022**

**P.C.**

1. This is an Application for pre-arrest bail in connection with C.R.No.571 of 2021 registered with Lonikand Police Station for the offences punishable under Sections 420, 406, 120B, 467, 471, 504 read with Section 34 of the Indian Penal Code, 1860.

2. Mr. Bapusaheb Ghadge, the first informant lodged a report with the allegations that the Applicants induced him to become a partner of a firm ‘Jupiter RMC and Infra’ and invest an amount of Rs.10 Lakhs as his share of the capital. Subsequently, in pursuance of a conspiracy, the Applicants converted assets and profits out of the said

partnership business and thereby had a wrongful gain. The Applicants allegedly showed false and fabricated accounts and made the first informant to agree for the termination of the partnership agreement. The first informant was made to retire from the partnership, with dishonest intention. Subsequently, the said deed was fabricated. Though the partnership was not legally dissolved and the first informant continued to be a partner of the firm, the Applicants continued the business of the firm and caused wrongful loss to the first informant to the tune of Rs.40,25,000/-. Hence, the report.

3. When the matter was listed before the Court on 8th January, 2021, this Court was persuaded to grant interim pre-arrest bail to the Applicants recording, inter alia, as under :

> "3.According to prosecution, informant and present applicants were partners and they were doing the business. It is alleged that the applicants did transactions by using the name of "Jupiter R.M.C. and Infra" and "Aditya Enterprises" but failed to show the income derived from the said partnership firm to informant and thus, misappropriated the amount to the tune of Rs.40,25,000/-. However, it is not made clear by the informant as to how he arrived at the amount of Rs.40,25,000/- particularly when he himself alleges that the accounts were not furnished to him by applicants."

4. I have heard Mr. Girase, learned Counsel for the Applicants, Mrs. Lohakare, learned APP for the State and Mr. Sachin Dhakephalkar, learned Counsel for the Intervener.

5. Mr. Girase, learned Counsel for the Applicant invited the attention of the Court to the instruments executed between the parties.

6. A partnership firm "Jupiter RMC and Infra" was formed under a Deed of Partnership on 5th June, 2020 with the first informant having 25%, Applicant Nos.1 and 2 having 25% and 50% share, respectively, in the profits. It seems the said partnership was dissolved under a Deed of Dissolution executed on 8th January, 2021, under 7 months of the formation of the partnership. There is material to indicate that the first informant had invested a sum of Rs.10 Lakhs as his share of the capital on 23rd November, 2020 and 4th December, 2020. Upon dissolution of the firm, as is evident from clause (iv) of the Deed of Dissolution, a sum of Rs.11,90,000/-, comprising invested capital of Rs.10 Lakhs and a profit of Rs.1,90,000/-, was returned to the first informant on 11th January, 2021. The Applicant No.1 – Vinod Ghadge also stood retired and a sum of Rs.6,90,000/- was paid to him. The assets of the firm were to, thereafter, vest in Applicant No.2 – Dinesh Rewale. It seems, thereafter, another agreement was executed on 4th February, 2021 between the Applicants and the first informant and it was resolved that the partnership firm would continue with Applicant Nos.1 and 2 having 50% share each in the profits of the partnership.

7. Evidently once the partnership firm stood dissolved, with the execution of deed of dissolution of the partnership on 8th January, 2021, the partnership came to an end. Subsequent partnership formed pursuant to the Deed dated 4th February, 2021 would

be a new partnership.

8. The first informant alleges the first deed of dissolution of the partnership firm was forged by interpolating certain pages therein. It is pertinent to note that the execution of the Deed of Dissolution, as such, is specifically adverted to in the FIR. The factum of dissolution of the firm, thus, prima facie, appears to be borne out by the record. Evidently, the first informant received a sum of Rs.11,90,000/- under a Deed of Dissolution of the partnership.

9. Mr. Dhakephalkar, learned Counsel for the Respondent No.2, urged that the said amount was paid to the first informant by Aditya Enterprises, with whom the first informant had other transactions. At this stage, there is prima facie material to show that the amount which was referred to in the Deed of Dissolution was paid to the first informant. The fact that, after the dissolution of the firm, the assets of the firm were to vest in Applicant No.2 as a proprietor thereof, cannot be lost sight of. From this standpoint, the fact that the payment was not received from the firm's account, even if taken at par, does not detract materially from the Applicants case that the firm stood dissolved and the accounts settled.

10. Further allegations of the first informant that he still continued to be a partner of the firm and wrongful loss to the tune of Rs.40,25,000/- was caused to him, are matters which predominantly fall in the realm of civil disputes, being essentially the question of rendition of accounts. Even otherwise, the questions as to whether the

first informant still continued to have interest in the said business and was entitled to the profits therefrom, are matters which warrant adjudication. Prima facie, it appears that in less than a couple of months of investment of Rs.10 Lakhs, the first informant received a sum of Rs.1,90,000/- by way of profit in addition to the capital of Rs.10 Lakhs.

11. In the backdrop of the aforesaid nature of the transaction, in my view, the instant prosecution cannot be permitted to engulf within its fold all the disputes which the parties have had, in different capacities. In any event, having regard to the nature of the accusation, custodial interrogation of the Applicants does not seem warranted.

12. I am, therefore, persuaded to make the order of interim pre-arrest bail absolute. Hence, the following order :

ORDER

(i) The Application stands allowed.

(ii) The order dated 8th December, 2021 granting pre-arrest bail to the Applicants is made absolute on the terms and conditions incorporated therein.

(iii) In addition, the Applicant shall furnish their specimen signatures and hand writings, if directed by the Investigating Officer.

(iv) Interim Application No.496 of 2022 also stands disposed.

**( N.J.JAMADAR, J. )**