

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION**

ANTICIPATORY BAIL APPLICATION NO. 858 OF 2022

Naveen Belide ..Applicant

v/s.

The State of Maharashtra . ..Respondents

**WITH
INTERIM APPLICATION NO. 1569 OF 2022
IN
ANTICIPATORY BAIL APPLICATION NO. 858 OF 2022**

Shakti International Private Limited ..Applicant

v/s.

The State of Maharashtra . ..Respondents

Mr. Tejas Dande a/w. Mr. Bharat Gadhavi, Mr. Pratik Sabrad, Ms. Trushna Shah, Mr. Chinmay Deshpande i/b. Tejas Dande & Associates for the Applicant.

Mrs. A.A.Takalkar, APP for the State.

Mr. Gaurav Parkar a/w. Abhishek Adke and Vibha Joshi for the Respondent No.2.

PI -Supriya Patil from Powai Police Stn.

**CORAM : ANUJA PRABHUDESSAI , J.
DATED : 7th AUGUST, 2023.**

P.C.

1. This is an application under Section 438 Cr.P.C. filed by the aforesaid Applicant apprehending arrest in C.R.No. 496 of 2019 registered with Powai Police Station, Mumbai for offences under Section 420 r/w. 34 of the Indian Penal Code.

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2. The first informant is the Operation Manager of M/s. Shakti International Pvt. Ltd. It is alleged that Master Supply Agreement was entered between Shakti International Pvt. Ltd. and the Applicant, who is one of the Directors of M/S. Crosol Crop Care Pvt. Ltd. As per the said agreement, M/s. Shakti International Pvt. Ltd. had agreed to purchase raw material (pesticide) of the value of Rs.3 Crores. It was agreed between the parties that M/s. Crosol Crop Care Pvt. Ltd. would purchase the raw material (pesticide) from M/s. Shakti International Pvt. Ltd. Under the agreement, M/s. Crosol Crop Care Pvt. Ltd. was entitled to lift the entire quantity of raw material from M/s. Shakti International Pvt. Ltd. within 90 days of opening of the LC or on making payment. The said agreement contains an arbitration clause.

3. It is stated that pursuant to the said agreement, M/s. Shakti International Pvt. Ltd. purchased from Kumar Enterprises raw material worth Rs.3 Crores. The said raw material was stored by the Applicant in a rented godown. It is stated that subsequently in the year 2017, when the first informant visited the godown, he found that another lock was put on the door/shutter. The first informant opened the godown, and realized that the value of the pesticide supplied to him was worth Rs.15 lakhs. The first informant claims that the applicant, through Kumar Enterprises had supplied raw material worth Rs.15 lakhs despite receiving consideration Rs.3 Crores.

4. The records prima facie indicate that the pesticide was supplied by Kumar Enterprises and not by the applicant. The goods were supplied in the year 2016 and were in custody of the first informant under his lock and key. For over a period of two years, the first informant did not complain that the value of the raw material was Rs.15 lakhs. The only obligation on the part of the applicant, under the agreement, was to purchase the raw material from the first informant as the prevailing market rate. The applicant failed to repurchase the raw material in terms of the agreement. It appears that instead of invoking the arbitration clause for breach of the agreement, the first informant has tried to enforce the agreement by initiating criminal proceedings.

5. It is also pertinent to note that the applicant is on bail since the year 2021. He has reported to the Investigating Officer several times and he has been interrogated. Learned APP states that investigation has been completed. Custodial interrogation is not required.

6. Considering the nature of the accusation, and the material in support thereof, in my considered view, the applicant is entitled for pre-arrest bail. Hence the order.

(i) In the event of arrest of the Applicant in Crime No.C.R.No. 496 of 2019 registered with Powai Police Station, Mumbai, the Applicant be

released on bail on furnishing bail bond of Rs.40,000/- (Rupees Forty Thousand Only) with one or two sureties in the like amount;

(ii) The Applicant shall report to the Investigating Officer as and when required.

(iii) The Applicant shall keep the Investigating Officer informed of his current address and mobile/contact details, and/or change of residence or mobile/contact details from time to time.

(iv) The Applicant shall not interfere with the Complainant and the other witnesses, or tamper with the evidence in any manner.

- . **Application stands disposed of.**
- . **Interim application stands disposed of.**

(ANUJA PRABHUDESSAI, J.)