

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR

CRIMINAL APPLICATION (ABA) NO. 507/2023

Gulabrao Janbaji Pandhare and others. V/s State of Maharashtra

Office Notes, Office Memoranda of
Coram, appearances, Court's Orders
or directions and Registrar's order

Court's or Judge's Order

Mr. A.M. Chandekar, counsel for applicant.

Mr. A.M.Kadukar, APP for the non-applicant/State.

CORAM : URMILA JOSHI-PHALKE, J.

DATED : 03/08/2023.

1. Present application is filed for grant of anticipatory bail, in the event of their arrest in connection with the crime registered at Tukojang, Zone III Police Station, Indore City.

2. The applicants are apprehending arrest at the hands of the Police as they learnt that one crime is registered against them at Police Station, Tukojang, Zone III Police Station, District Indore City.

3. As per the contention of the present applicants, they are residents of Pohana, Tahsil Hinganghat District Wardha. Applicant No.1 is the Chairman and the applicant Nos.2 to 21 are the Directors of 'Rani Durgavati Wardha Zilla Adivasi Sahakari Soot Girni Mariyadit. The said Society is constituted for the welfare of the tribal agriculturist in the field of spinning. The said Society has proposed to

construct a factory, Office, Guest House, and other construction work at village Pohana, where land owned by the said Society is situated. One National Co-operative Construction and Redevelopment Federation of India Ltd., approached the said Society for construction work of the factory by issuing a letter dated 16/05/2022 and represented that their contractor Shriedhar Mediacon Pvt. Ltd., would carry out the construction work for the said society.

After negotiations, a tri-party agreement was executed in between the said society, National Co-operative Construction and Redevelopment Federation of India Ltd., and Shriedhar Mediacon Pvt. Ltd. on 07/07/2022. Accordingly, a work order was issued to the National Co-operative Construction and Redevelopment Federation of India Ltd. and Shriedhar Mediacon Pvt. Ltd., on 07/07/2022.

4. In view of the terms of the agreement, the said Society has received a sum of Rs. 7 Crores towards the guarantee/security for carrying out the construction as per the agreement. The total cost of work was about 737 Cores. As per the agreement, the construction work is to be completed within a period of 36 months commencing which may be extended for period of six months. After giving sufficient time, as the work was not satisfactorily completed, the said

society has terminated the said agreement dated 07/07/2022 and the resolution was passed to that effect on dated 21/11/2022.

M/s Shriedhar Mediacon Pvt. Ltd. by misrepresentation of 10 cheques for mobilization advance. However, as Shriedhar Mediacon Pvt. Ltd., could not start the work therefore, instructions were given to stop payment. In the meantime, notices were issued and duly replied to by the said Society. Thus, the issue between the parties is of breach of the agreement.

5. As per the contention of the applicants, no offence is committed by the present applicant. The dispute is of civil nature. It is apparent that the present M/s Shriedhar Mediacon Pvt. Ltd. has lodged the FIR against the present applicants, and therefore, the present applicant's apprehending arrest at the hands of the Police. Considering that civil disputes are there, custodial interrogation of the present applicants is not required immediately. The applicants require time to approach the concerned Court and apply for anticipatory bail. In the meantime, they be protected by granting ad-interim anticipatory bail in the nature of transit bail and they will abide by all the conditions imposed by this Court.

6. The present application is strongly opposed by the State and submitted that he has enquired about the registration of the crime. However, no information was received by him as to the registration of the crime. Considering the allegation against the present applicants, and from the recitals of the application itself, the financial transaction is involved and therefore, prayer for grant of anticipatory bail deserves to be rejected.

7. Having heard learned counsel Mr A.M. Chandekar for the applicants and Mr. A.M.Kadukar, learned APP for the non-applicant/State. Perused the relevant documents filed along with the application. It reveals that Rani Durgavati Wardha Zilla Adivasi Sahakari Soot Girni Mariyadit through the present applicants entered into an agreement with National Co-operative Construction and Redevelopment Federation of India Ltd., and Shriedhar Mediacon Pvt. Ltd., it was agreed that said Shriedhar Mediacon Pvt. Ltd shall carry out the construction work and the consideration amount regarding the said work was also fixed. It was also agreed that the work is to be completed within 36 months.

8. It further reveals from the documents that as work was not initiated, the Rani Durgavati Wardha

Zilla Adivasi Sahakari Soot Girni Mariyadit terminated the said agreement and stop the payment of the cheque. The notice was also issued to the National Co-operative Construction and Redevelopment Federation of India Ltd. Thus, considering the entire documents which are produced on record along with the application shows that the agreement was executed between the parties as the said National Co-operative Construction and Redevelopment Federation of India Ltd. through Contractor Shrieedhar Mediacon Pvt. Ltd. have not acted as per the agreement, therefore the said agreement was terminated.

9. Thus prima-facie, it is apparent that there is a dispute as to the breach of the agreement. Considering the same, immediate custody of the present applicant, who are the Directors of said Rani Durgavati Wardha Zilla Adivasi Sahakari Soot Girni Mariyadit is not required. The crime is registered at Tukojiang, Zone III, Police Station, Indore City (Madhya Pradesh), the applicants have to approach the concerned Court. In the meantime, considering the nature of the allegations, the applicants can be protected by granting transit bail.

In view of that, the application deserves to be allowed by imposing certain conditions. Accordingly, I proceed to pass following order.

- a. Criminal application is allowed.
- b. The applicant Nos. 1 to 21 are released on transit anticipatory bail for three weeks on executing PR. Bond of Rs. 25,000/- each with one solvent surety of like amount.
- c. The applicants shall attend the concerned Police Station once in a week i.e. on Sunday between 10.00 a.m. to 01.00 p.m. and shall cooperate with the Investigating Agency.
- d. The applicants shall not directly or indirectly make any inducement and threat or promise to any person acquainted with the facts of the present case.

Criminal application is **disposed of**.

JUDGE