



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

ANTICIPATORY BAIL APPLICATION NO. 1026 OF 2024

Dilip Khiru Rathod
VERSUS
The State Of Maharashtra

- Mr. Deelip Patil Bankar, Senior Advocate i/by Mr. A. D. Patil & Ms. A. Y. Raghuwanshi, Advocates for the Applicant
- Mr. B. B. Bhise, APP for the Respondent/State
- Mr. S. P. Telgote, Advocate for the Informant

CORAM : R.M. JOSHI, J
DATE : SEPTEMBER 30, 2024

PER COURT :

1. Applicant apprehends arrest in connection with with C.R. No. 128 of 2024 registered with Hadgaon Police Station, Dist. Nanded for the offences punishable under Sections 406, 420, 504, 506 read with Section 34 of the Indian Penal Code.

2. First informant Namdeo Kadam has informed to the police that on 17.01.2023 at about 05.00 pm he has paid Rs. 10 lacs to the Applicant. It is further stated that the said amount was paid towards security deposit. It is alleged against the Applicant that he did not provide the labour and thereby has cheated the

informant.

3. Learned Senior Counsel for the Applicant has drawn attention of the Court to the agreement dated 17.01.2023 between the parties which according to him on 25.05.2022 a sum of Rs. 2 lacs and on 01.06.2023 Rs. 3 lacs i.e., total Rs. 5 lacs was paid to the informant by the Applicant. He drew attention of the Court to clause 3 which indicates that unless the account is settled, no further amount was to be paid. He also has drawn attention of the Court to the other terms of the agreement. It is his submission that this is purely a contract between the parties which provides for damages. It is alleged that false statement is made in the FIR about Rs. 10 lacs being paid on 17.01.2023 and as such, this is nothing but an attempt to extort money from Applicant.

4. Learned APP opposed the application by relying upon the investigation papers and the FIR.

5. Learned Counsel for the Informant submitted that there are other offences of similar nature committed by the present Applicant. It is his

submission that the amount of Rs. 10 lacs was paid in presence of the witness. Thus, he seeks dismissal of the Application.

6. *Prima facie* perusal of the record more particularly agreement dated 17.01.2023 between the parties indicate that the terms with regard to the payment were clearly settled. There was no question of Rs. 10 lacs being paid by informant to the Applicant on the date of execution of the said crime. There is nothing to indicate that the informant has challenged the terms of the said agreement for not recording the correct facts. This Court, therefore, finds *prima facie* substance in the contention of the learned Counsel for the Applicant that on the face of it this is a false FIR lodged by the informant. So also considering the fact that the apparently the dispute between the parties is civil in nature which provides for payment of damages in case of breach of terms of agreement is there, in such circumstances lodging of the FIR may amount to abuse of process of law. Hence, it is a fit case for grant of anticipatory bail.

7. Hence, the order:

O R D E R

- (i) In the event of arrest of the Applicant in connection with C.R. No. 128 of 2024 registered with Hadgaon Police Station, Dist. Nanded for the offences punishable under Sections 406, 420, 504, 506 read with Section 34 of the Indian Penal Code, he shall be released on bail on furnishing PR bond of Rs. 15,000 (Rupees Fifteen Thousand Only) with one surety in the like amount.
- (ii) He shall attend the concerned police station as and when required.
- (iii) He shall not contact the witnesses directly or indirectly.
- (iv) He shall not interfere with the evidence in any manner whatsoever.
- (v) He is further directed to cooperate the investigating agency for further investigation.

(R.M. JOSHI, J.)