

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

ANTICIPATORY BAIL APPLICATION NO. 696 OF 2024

Pralhad Sarmal Pawar

..Applicant

Versus

The State of Maharashtra

..Respondent

Mr. Sameer Mhatre for Applicant.

Mr. Avinash A. Naik, APP for State/Respondent.

CORAM : SARANG V. KOTWAL, J.

DATE : 11 MARCH 2024

P.C. :

1. The Applicant is seeking anticipatory bail in connection with C.R.No.354 of 2023 registered at Kagal Police Station, Kolhapur, on 12.08.2023, under sections 406 and 420 of the Indian Penal Code.

2. Heard Mr. Sameer Mhatre, learned counsel for the applicant and Mr. Avinash Naik, learned APP for the State.

3. The F.I.R. is lodged by one Shivraj Bharamkar. He was working as an Officer in the legal department of M/s. Annapurna Sugar and Jaggery Work. His company was in the business of

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entering into the contracts with different contractors for cutting the sugarcane crop, transferring it and supplying it to the sugar factories. The company's contractors used to demand advance amount for maintenance of their tractors, bullock-carts etc. The F.I.R. mentions names of the different contractors and different amounts which they had taken. As far as the present applicant is concerned, it is alleged that, on 23.07.2019, he had executed an application for advance payment, an agreement, surety bond etc. He had furnished sureties of Eknath Rathod and Rohidas Chavan. The company had given him advance amount of Rs.5,53,500/-. The interest accrued on that amount made total amount of Rs.8,42,086/-. This amount was not paid back by the applicant and that he did not perform his part of the contract. On these allegations the F.I.R. was lodged against him and others.

4. Learned counsel for the applicant submitted that, this advance amount was necessary to pay the labourers and to engage them in advance. But subsequently there was spread of Covid-19 pandemic. The sugar factory was also closed. The entire business had suffered. There was no intention to cheat the informant's

company or to misappropriate the advance given by the company.

5. Learned APP produced the investigation papers and submitted that, there is documentary evidence to show that the applicant has received that amount and it was not returned to the company.

6. I have considered these submissions. I find substance in the submission of the learned counsel for the applicant. The entire case is based on the documentary evidence. Moreover, the dispute is in the nature of civil dispute. The informant company could have taken steps under the Civil law for recovery of the amount. For that purpose, the applicant had executed the proper documents and had furnished the sureties acceptable to the informant's company. In this background, it is difficulty to observe that the applicant had acted with malafide intention or his intention to cheat was right from the inception at the time of executing the contract. In this view of the matter, at this stage, benefit can be given to the applicant by protecting him from the custodial interrogation. It would be sufficient if he co-operates

with the investigation.

7. Hence, the following order :

ORDER

- i) In the event of his arrest in connection with C.R.No.354 of 2023 registered at Kagal Police Station, Kolhapur, the applicant is directed to be released on bail on his executing P. R. bond in the sum of Rs.30,000/- (Rupees Thirty Thousand Only) with one or two sureties in the like amount.
- ii) The Applicant shall attend the concerned Police Station as and when called and shall cooperate with the investigation.
- iii) The Application is disposed of.

(SARANG V. KOTWAL, J.)