IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

Cr. ANTICIPATORY BAIL APPLICATION NO. 260 OF 2024

Kashinath Bhaskar Ranade ...Applicant
Versus
State Of Maharashtra ...Respondent

Adv Jitendra Pathade for the Applicant.
Smt. M. H. Mhatre, APP for the Respondent-State

CORAM : SARANG V. KOTWAL, J

DATED : 31st JANUARY, 2024

P.C.:

1. The Applicant is seeking anticipatory bail in connection with C. R. No. 221 of 2023 registered at Ozar Police Station, dated 24/10/2023 under sections 120-B, 406, 420 r/w. 34 of the Indian Penal Code.

2. Heard Mr. Pathade, learned counsel for the Applicant and Smt. Mhatre, learned APP for the Respondent-State.

3. The FIR is lodged by one Laukik Dherange. He was the Chairman of M/s. Guyank Farmer Producer Company Limited, Ozar. The business of the company was to purchase vegetables from the farmers in Nashik District. One Yogesh Thube was another director of the company. In August, 2023 one Mishra called Yogesh Thube about purchase of onion. He told Yogesh Thube that he was

calling from Lucknow. He further told that the informant company should send onions through truck and once the onions reach the market, he would make the payment. Yogesh Thube told him that it was not possible because the farmers required cash payment. Even then the said Mishra was continuously pressing his request. Between 01st to 03rd September, 2023 the said Mishra again called Yogesh and told him that Yogesh should give Rs.20.00 lakhs to his persons and at the same time, he would transfer Rs.20.00 lakhs in Yogesh's or company's account though RTGS. He further told Yogesh that he can go with these persons to verify the quality of onions and then he would purchase those goods. Yogesh informed this to the informant. Since, the said Mishra was to transfer the said amount immediately through RTGS, the informant agreed to go ahead with this proposal.

4. On 04/09/2023 one Nitin Avhad called Yogesh at 11.30 AM and informed Yogesh that he was sent by Mishra. Accordingly, Yogesh gave the informant's mobile number to Nitin Avhad. Yogesh told the informant to go to HDFC bank and withdraw the cash amount. The informant went to HDFC bank, Ozar and withdrew Rs.20.00 Lakhs. Nitin Avhad came to that bank. He was accompanied by the present Applicant. The informant handed

over the cash amount of Rs.20.00 lakhs to Nitin Avhad and the present Applicant. At that time, Nitin Avhad and the Applicant entered into some bank transactions through the Applicant's laptop. After about 10 to 15 minutes, the informant questioned Nitin Avhad and the Applicant as to why Rs.20.00 lakhs were not transferred by Mishra through RTGS and further told them that till the amount was not received from RTGS, he would not go to Vani for purchasing onions. At that time Nitin Avhad told him that they had transferred Rs.14.00 lakhs in Mishra's account through RTGS. The informant was surprised and he told both of them that amount of Rs.20.00 lakhs was to be transferred by Mishra through RTGS to the informant's company's account and both of them transferring Rs.14.00 lakhs to Mishra's account was not the part of the arrangement.

5. It is further mentioned in the FIR that Nitin Avhad told the informant that Mishra had asked both of them to transfer Rs.14.00 Lakhs in Mishra's account through RTGS and the balance of Rs. 6.00 Lakhs could be kept by them as commission. The FIR mentions that the Applicant made an application online to reverse the transaction of transfer of Rs.20.00 Lakhs. The informant immediately called Yogesh to the said bank. Both of them

demanded Rs.20.00 Lakhs from Nitin and the present Applicant. The Applicant refused to pay that amount. They only suggested that the informant could keep Rs.6.00 Lakhs but balance of Rs.14.00 Lakhs could not be given back to the informant as the Applicant had already transferred that amount to Mishra's account. The informant was given only Rs.6.00 Lakhs. The balance amount and the laptop were given by the Applicant to another person. Thus, the informant was duped of Rs.14.00 lakhs and on this basis, FIR is lodged.

6. Learned Counsel for the Applicant submitted that the Applicant had immediately tried to reverse the transaction of transfer of Rs.20.00 Lakhs. He submitted that the Applicant has transferred Rs.14.00 Lakhs in Mishra's account and the balance of Rs.6.00 Lakhs was returned to the informant. He submitted that said Mishra had cheated everybody and the Applicant was used in this transaction.

7. Learned APP has produced the investigation papers before me.

8. The investigation papers include the statement of the bank officers and some entries regarding these transactions. Learned APP submitted that the Applicant had actively participated in the

offence and therefore his custodial interrogation is necessary to trace all other associates and the amount, which was lost by the informant.

9. I have considered these submissions.

10. The bank officers Deepak More and Jyoti More have stated that the informant had given the amount of Rs.20.00 lakhs to Nitin Avhad and the present Applicant. Both of them asked Jyoti More as to whether the amount of Rs.14.00 lakhs could be transferred in their Yashraj Dairy Farms account. Jyoti More and Deepak More told them that it was not possible. These statements shows that the Applicant wanted to transfer cash amount of Rs.14.00 lakhs, which he had received from the informant, to his own account. The entire transaction is fraudulent. The FIR itself mentions that the Applicant had taken away the amount of Rs.14.00 lakhs and had given it to another person. So, it is more than clear that the informant had lost the amount Rs.14.00 lacs. Investigation papers show that the amount, which was transferred by the Applicant from his Yashraj Dairy Farms account to the account maintained by the name of Udit Saxena; was immediately siphoned off from that account. Thus, the money trail is required to be traced. The other associates have to be found. The Applicant's role is

established. The Applicant's custodial interrogation is necessary. No case for protection u/s. 438 of Cr.P.C is made.

11. The Application is rejected.

(SARANG V. KOTWAL, J.)