IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

ANTICIPATORY BAIL APPLICATION NO.726 OF 2025

1. Lalitkumar S/o. Nathulal Parasmal Jain,
Age: 48 Years, Occu.: Business,
R/o. 58, Trishala Park, Ambikanagar,
Palanpur, Tal. Palanpur,
District Banaskantha (Gujrat)

2. Dhruv S/o. Lalitkumar Parasmal Jain,
Age: 26 Years, Occu.: Business,
R/o.: 58, Trishala Park, Ambikanagar,
Palanpur, Tal. Palanpur,
District Banaskantha (Gujrat) **.. Applicant**

VERSUS

. The State of Maharashtra,
Through Police Station Officer,
Jalna Cyber Police Station,
Jalna, Tal. & Dist. Jalna **.. Respondent**

...

Advocate for Applicants : Mr. N. B. Khandare, Senior Advocate
a/w. Mr. M. A. Jahagirdar h/f. Mr. Anil S. Bajaj
APP for Respondent/State: Ms. Neha B. Kamble

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WITH

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CRIMINAL APPLICATION NO. 1555 OF 2025
IN
ABA/726/2025

RAJAT RAJDENDRAPRASAD AGRAWAL
VERSUS
LALITKUMAR NATHULAL PARASMAL JAIN AND OTHERS

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Advocate for Applicant : Mr. Rajendrraa Deshmukkh, Senior Advocate a/w. Mr. Ramankumar Gopal Dodiya i/b. Mr. Vishal Arjun Chavan
APP for Respondent/State: Ms. Neha B. Kamble

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CORAM	:	**ARUN R. PEDNEKER, J.**
Reserved On	:	**09.05.2025**
Pronounced on	:	**15.05.2025**

ORDER:

1. Criminal Application No.1555 of 2025 is allowed in terms of prayer clause "B".

2. Heard Mr. N. B. Khandare, learned Senior Advocate for the applicants, Ms. Neha B. Kamble, learned APP for the respondent-State and Mr. Rajendrraa Deshmukkh, learned Senior Advocate for the informant.

3. The applicants have approached this Court apprehending arrest in connection with Crime No.0008/2025 registered with Jalna Cyber Police Station, District Jalna for the offences punishable under Sections 318(4), 3(5) of the Bharatiya Nyaya Sanhita, 2023 & under Section 66(d) of the Information and Technology Act, 2000.

FACTS:

4. The informant has lodged online complaint, alleging therein that, the accused no.1 – Kapil Rohitkumar Doshi, who claimed to be an agent selling oil contacted the informant and inquired whether he is in requirement of soya refined oil. The

informant specified the requirement of 64 Metric ton Soya refined oil. The accused no.2 – Yash Bhavesh Doshi then informed the informant that oil would be delivered from Kandala, Gujrat. The informant placed an order for 64 metric tons of soya refined oil with Safal Oil & Seeds, Ahmedabad and Mahavir Agro. It is also alleged that through WhatsApp messages, the rates of soya refined oil Safal Oil, Seeds of 64 metric tons was quoted as Rs.86 lacs and Mahavir Agro for 32 Metric tons was quoted at Rs.43 lacs.

The total amount agreed was Rs.1,29,00,000/-. The agent shared the account details and the informant has transferred the amount through RTGS for delivery of said products. But, till 25.02.2025, there was no response and on the basis of online complaint, Cyber Police has registered the offence on 26.02.2025 punishable under abovementioned sections.

SUBMISSIONS ON BEHALF OF THE APPLICANTS:

5. Mr. N. B. Khandare, learned Senior Advocate for the applicants submitted that, the FIR is lodged by one Rajatkumar Rajendra Agrawal alleging that one Mr. Kapil Doshi of LT Akola firm contacted and inquired whether he required Soya Refined Oil, having learnt about the same from another source, the informant concerned his need for the

product and subsequently informed Yash Doshi, who mentioned that he got the informants contact details from Kapil Doshi, the owner of Lt Akola firm. During their conversation, Yash Doshi enquired about the type and quantity of soya refined oil required. The informant specified a requirement of 64 Metric Ton of soya refined oil. Yash Doshi then informed the informant that the oil would be procured from Kandala, Gujrat. As such the informant placed an order for 64 metric ton soya refined oil, after which the call was concluded.

It is further alleged that on 24.02.2025 at 13:05 hours informant sent message via Whatsapp group by members of LT group Jalna requesting the necessary bank details for transferring funds for the purchases of the 64 metric ton of soya refined oil. In response, Kapil Doshi inquired as to whether informant has received bank details. The informant replied in the negative. As such, Kapil Doshi instructed his employee in the group to share the bank details. The account details of Safal Oil and Seeds of Ahmedabad was shared. Thereafter on 24.02.2025 at around 13:52 hours, the informant transferred Rs.86,00,000/- from his ICICI Bank account through RTGS. Following the transfer, the informant requested for delivery order number on the WhatsApp Group. Kapil Doshi responded asking the informant to wait for some time. Informant later contacted Kapil Doshi who informed that the oil is in channel and that there would be some delay in the delivery. Thereafter, the informant felt that the he had been defrauded of Rs.86,00,000/-, registered the FIR against the unknown persons. The FIR is registered vide FIR No.0008/2025 with Jalna Cyber Police Station, Jalna on 26.02.2025.

The learned Senior Advocate for the applicants further submitted that, the applicants are partners in firm namely M/s Safal Oil and Seeds, Ahmedabad. The firm is established on 01.10.2021 and is engaged in business of trading edible and non edible oil and seeds.

The learned Senior Advocate for the applicants further submitted that, the informant has suppressed the material fact while lodging the FIR of having the knowledge of earlier transactions with LT Akola, so also, with the applicants. The FIR is drafted in such a way to give an impression that the applicants and persons from LT Akola are unknown to the informant. The informant has also suppressed that the transaction of transfer of amount was after having the conversation by the informant with the LT Akola and after having communication through e-mail and Whatsapp. It is also suppressed that contract was entered into between the parties to deliver the goods. The copy of e-mail by the LT Akola to informant's firm Venktesh Oil Mill would show that the informant was to get the delivery on 25.02.2025 after making the payment.

The learned Senior Advocate for the applicants further submitted that, the applicants after having received the amount in their account transferred the same in the account of Paras Agri Business Private Limited so as to place the order for supply of goods. The applicants used to place the order with the Paras Agri for placing the orders in routine course of business. The applicant transferred the amount in Paras Agri Business Private Limited, which happens to be the company incorporated under the provisions of the Companies Act and applicant no.01 / father of applicant no.2 is the Director of the same.

The learned Senior Advocate for the applicants further submitted that, the informant was to get the delivery on 25.02.2025 as per the contract. It is submitted that the goods which were to be supplied are imported goods. The role of the applicants and their firms is to place the orders with the party which gets the goods imported at Kandla Port (Gujrat). As the agreement was entered on 22.02.2025 and delivery was to be supplied on 25.02.2025, the payment was to be made immediately after entering in to contract. The informant delayed the payment by two days. The informant for the reasons best known to him without waiting for getting the goods delivered to him; lodged the online complaint on 25.02.2025 only which shows that the informant was not willing to take the goods.

The learned Senior Advocate for the applicants further submitted that, the informant were in business terms with the LT Akola various orders were placed with the present applicants. The transactions of the LT Akola being a broker he used to get the commission on placing the orders with the applicants. The purchaser, so also, the supplier used to pay the commission to the LT Akola. The bank transactions of LT Akola would show that the informant had transferred the amount of commission in the account of informant since 2022 to 2023 at various point of time. The allegation of informant that he received call from unknown person stands falsified by the documentary evidence in the form of bank statements.

The learned Senior Advocate for the applicants further submitted that, the informant immediately after lodging the FIR filed Criminal Misc. Application No.191 of 2025 in the court of learned Chief Judicial Magistrate, Jalna sought release of amount transferred in the account of the applicants. The pleadings in the application would show that the informant had entered in to contract with the applicants after having due deliberations and discussions.

The learned Senior Advocate for the applicants further submitted that, the informant has even suppressed that the informant had business transactions with the applicants prior in point of time. At various occasions the informant had placed the orders of supply of goods, so also, purchase of goods. The bank transaction entries would show that the applicants are known to the informant.

The learned Senior Advocate for the applicants further submitted that, the applicants on apprehension of their arrest, moved anticipatory bail application before learned Additional Sessions Judge, Jalna vide Criminal Misc. Application No.256 of 2025. The learned Additional Sessions Judge, Jalna by order dated 12.03.2025 pleased to grant interim relief to the applicants which was continued till the decision of criminal bail application.

The learned Senior Advocate for the applicants further submitted that, the learned Additional Sessions Judge, Jalna by order dated 23.04.2025 pleased to reject the anticipatory bail of present applicants without assigning lawful and cogent reasons.

The learned Senior Advocate for the applicants further submitted that, the applicants by way of present anticipatory bail application seeking exercise of discretion of grant of anticipatory bail in their favour.

SUBMISSIONS ON BEHALF OF THE STATE:

6. Per contra, Ms. Neha B. Kamble, learned APP submits that, prima-facie, role of the applicants is evident from the financial trail of transactions, ownership of the concerned firms, withdrawal of substantial amounts post defreezing, non-deliverty of goods despite payment.

The learned APP further submits that the applicants have actively participated in the alleged offence behind the garb of corporate entities, thereby committing serious economic fraud.

The learned APP further submits that grant of anticipatory bail at this stage would adversely affect the ongoing investigation, including tracing of siphoned funds and identifying other possible beneficiaries.

The learned APP further submits that the gravity of the offence, manner of commission, and misuse of digital platforms and financial channels justify custodial interrogation.

Economic offences of such magnitude have wide-ranging social repercussions and courts have consistently held that anticipatory bail in such cases ought to be granted sparingly.

<u>SUBMISSIONS ON BEHALF OF THE INFORMANT</u>:

7. Mr. Rajendrraa Deshmukkh, learned Senior Advocate for the informant submits that all the business conversation held between informant and Kapil and Yash Doshi was through WhatsApp chats and as per contract spot delivery was fixed till 25.02.2025, therefore informant had sent advance payment on 24.02.2025 and waited for delivery order number from Gokul. That payment had been received by Safal Oil Seeds and Mahavir Agro and delivery of soya refined oil has to be given by Gokul which is not received. After

advance payment it was duty of the LT Broker, Mahavir Agro and Safal to provide delivery order number to informant on dated 24.02.2025. That the entire transaction has taken place through WhatsApp between LT broker and informant.

The learned Senior Advocate for the informant further submits that, when delivery order number had not been received and, thus, informant lodged online complaint against Safal Oil Seeds on 25.02.2025 at 12:56 p.m. and on the same date online complaint has been lodged against Mahavir Agro at 13:02 p.m. [1 p.m. afternoon] before cyber police station Jalna.

The learned Senior Advocate for the informant further submits that, after lodging online complaint the cyber police had registered FIR on 26.02.2025 against LT broker Akola, Safal Oil Seeds and Mahavir Agro. Thereafter during police investigation it was found that the total amount of Rs.1,29,00,000/- which was transferred by informant to Safal Oil Seeds and Mahavir Agro, the said amount had been transferred by Safal Oil Seeds and Mahavir Agro in Paras Agri Business Pvt. Ltd. on 24.02.2025. That Safal and Mahavir Agro had transferred the said amount of Rs.1,29,00,000/- without the knowledge of informant. During further investigation from cyber police Jalna it has found that the owner of Paras Agri Business Private Ltd. Was Lalitkumar Jain who is also the owner of Safal Oil Seeds. That with the intention of cheating and fraudulent intention payment of Rs.1,29,00,000/- were forced to transfer in Safal Seeds Company who is the same owner of Paras Agri without the knowledge of informant with the intention to grab amount.

The learned Senior Advocate for the informant further submits that, on 27.02.2025, cyber police had freezed bank account of Paras Agri, during night hours Paras Agri owner Lalitkumar Jain with the help of bank officials illegally lifted / unfreez the bank account and transferred more than Rs.25,00,00,000/- to other account, which clearly reflects that firstly more than Rs.25,00,00,000/- was illegally transferred by Paras Agri. That in view of the above act of Paras Agri Business Private Ltd., it is clear that the applicant had tempered the evidence and illegally operated the freezed account and transferred an amount of Rs.1,29,00,000/- in others accounts.

The learned Senior Advocate for the informant further submits that, as per the WhatsApp chats Kapil Doshi had informed the delivery would be from Gokul Agro situated at Kandla, but in the present case with dishonest intention 3 companies were unnecessarily involved i.e. Safal Oil, Mahavir Agro and Paras Agri and in collusion all the 3 companies cheated informant by taking the advance payment and not delivering the goods.

The learned Senior Advocate for the informant further submits that, informant had make payment on 24.02.2025 and online complaint had been lodged on 25.02.2025 and cyber police had registered FIR on 26.02.2025 and, thereafter, cyber police had freezed the account of accused on dated 27.02.2025, it is pertinent to note that from the date of payment i.e. 24.02.2025 and till freezing of account i.e. 27.02.2025 the accused had not sent the delivery order number to informant which clearly reflects the intention of cheating.

The learned Senior Advocate for the informant further submits that, in Sessions Court, Jalna Broker Kapil and Yash Doshi narrates different story in their bail petition which is contradictory to the statement made by Safal in the bail petition of Kapil Doshi bearing Criminal Bail Petition No.250/2025. That the learned Sessions Court had rejected all the bail application of Mahavir Agro, Paras, Safal and LT Broker Jalna.

The learned Senior Advocate for the informant further submits that, the crux of the postulate is the intention of the person who induces the victim of his representation and not the nature of transaction which would become decisive in disearning whether there was an commission of offence or not. That the complainant has stated in the body of the complaint that he was induced to believe that all the accused would honor delivery of goods on receipt of advance payment and that the complainant realize later that the intention of all the accused were not clear.

CONSIDERATION:

8. Considering the rival submissions and the material produced on record, it is to be noted that the complaint is filed as if a cyber crime is committed by some unknown accused and that the complainant is deceived in giving away his money by some unknown persons by falsely inducing him to believe that the accused are suppliers of oil. However, the complainant has not disclosed in his complaint that he was dealing with regular traders / businessman in business of selling of oil and that he was dealing particularly with an agent, who has been regularly

dealing with business of procurement and supply of oil as can be seen from the banking record produced before this court, wherein from it can be seen that the informant has transacted with the agent and the at earlier points of time has purchased through agent goods over a period of time.

9. In the instant case, the basic document is dated 22.02.2025 i.e. the e-mail, which is noted as Sauda dated 22.02.2025 from LT Akola to Venktesh Oil Mills, wherein delivery condition is Kandala spot delivery up to 25.02.2025. The said transaction was on Saturday. The payment was made on 24.02.2025 in the afternoon time. The complaint is filed within 24 hours i.e. on 25.02.2025 as the delivery challan was not issued to the informant, although, the payment was made by RTGS on 24.02.2025. Online complaint was filed by the complainant alleging cyber fraud. The Investigating Officer has frozen the accounts of Safal Oil and Seeds, Ahmedabad and also of Paras Agri Business Pvt. Ltd. The applicants herein are the proprietors of Safal Oil and Seeds, Ahmedabad and applicant no.1 is the Director of Paras Agri Business Pvt. Ltd.. The record indicates that the amount is credited to the accounts of Safal and Mahavir Agro and the same is transferred to Paras. From the record it also appears that these are all

interconnected companies i.e. the applicants are the proprietors of Safal Oil and Seeds, Ahmedabad, so also, one of the applicant is the Director of Paras Agri Business Pvt. Ltd. Paras Agri Business Pvt. Ltd. is the company with an annual turnover of over Rs.1,000/- Crores. However, the Investigating Officer has sought sealing of all the accounts including of Paras Agri Business Pvt. Ltd. blocking huge amounts i.e. far in excess of the alleged amount of misappropriation. On 26.02.2025 the FIR is registered. The Sauda is dated 22.02.2025, however, payment is done on 24.02.2025 and the explanation given by the complainant is that 24.02.2025 and 25.02.2025 were Saturday and Sunday being holidays, the payment could only be done on Monday. The reasons for the challan being not generated is not clearly known. However, the complaint is lodged within 24 hours stating therein that some cyber fraud has taken place and the FIR is loged against unknown persons.

10. This FIR, in my view, is by suppressing of vital facts and has created complications in the matter as the amounts of Safal, so also, Paras, which is a large company, has been frozen by the Investigating Officer. Whether the Investigating Officer had the authority to do so or not is not an issue this court is

dealing with. However, considering the complaint and considering that both the parties are in business of supply and purchase of goods, particularly oil, this is not a case of criminal fraud as made out in the FIR. There is delayed payment and the complaint / information may have a plausible explanation for the same, so also, the applicants may have a plausible explanation of not generating the revenue receipt within 24 hours of the payment being made. That, the parties are in business and, prima facie, it cannot be said that the transactions were criminal in nature.

11. In view of the above, the application is allowed in the following terms :

i] In the event the applicants are arrested in connection with Crime No.0008/2025 registered with Jalna Cyber Police Station, District Jalna for the offences punishable under Sections 318(4), 3(5) of the Bharatiya Nyaya Sanhita, 2023 & under Section 66(d) of the Information and Technology Act, 2000, they shall be released on bail on furnishing PR bond of Rs.20,000/- each with one or two sureties in the like amount to the satisfaction of the trial Court.

ii] The applicants shall attend the concerned police station as and when required by the Investigating Officer.

iii] The applicants shall not tamper with the evidence of the prosecution in any manner. They shall not influence the informant, witnesses and other persons concerned with the case.

iv] The applicants shall co-operate with the investigation and also in the proceedings before the trial Court.

12. In the event, the applicants violate any of the conditions specified in this order, it shall be liable to be forthwith cancelled.

13. It is also clarified that the observations made in this order are limited to the disposal of the present anticipatory bail application and the trial Court shall proceed further in the matter without being influenced by the observations made hereinabove.

14. The application stands disposed of.

[ARUN R. PEDNEKER, J.]

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