



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

ANTICIPATORY BAIL APPLICATION NO. 1558 OF 2025

WALMIK BHIVSAN CHAUDHARI

VERSUS

THE STATE OF MAHARASHTRA

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Advocate for Applicant : Mr. Mohd. Aamir h/f
Mr. Harshal Prakash Randhir

Addl.PP for Respondents/State : Mr. A.S. Shinde

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CORAM : MEHROZ K. PATHAN, J.

DATE : 8th DECEMBER 2025

PER COURT :

1. Heard the learned Counsel for the Applicant and the learned APP for the State.
2. The Applicant has approached this Court, seeking anticipatory bail in connection with Crime No.300/2024 registered with Chalisgaon Police Station, District Dhule for the offences punishable under Sections 318(4) of Bharatiya Nyaya Sanhita, 2023.
3. The case of the prosecution is that the Informant, Suraj, had purchased a Tata Truck for an amount of Rs. 18,00,000/- through finance provided by IndusInd Finance, and the truck was hypothecated to the said finance company. As the Informant Suraj was unable to pay the loan installments, he decided to sell the truck. The Applicant/accused agreed to purchase the said truck for an

amount of Rs. 18,45,520/-, and an agreement was executed on 01.02.2024, wherein the Applicant undertook to pay the remaining installments of the loan to IndusInd Finance. However, the Applicant/accused paid only Rs. 2,10,232/- to the Informant on the date of execution of the agreement and failed to pay the remaining amount either to the complainant Suraj or to IndusInd Finance, contrary to his undertaking.

4. The learned Counsel for the Applicant submits that the Applicant is falsely implicated in the present crime as the dispute is civil in nature and arising out of the dispute in the agreement executed between the Applicant and the complainant. The Applicant is having no criminal antecedents and is ready to abide by any conditions that may be imposed by this Court, hence custodial interrogation of the Applicant may not be necessary.

5. As against this, the learned APP vehemently opposes the present application on the ground that the Applicant had the intention of cheating right from the inception, when the Applicant induced the complainant to sell the 14-tyre truck bearing registration number MH-18/BZ-0543 by paying a meager amount of Rs. 2,10,000/- out of the agreed consideration amount of Rs. 18,00,000/-. There is ample evidence collected by the prosecution to show the involvement of the present Applicant, and as such, custodial interrogation is required to unearth the crime and to recover the vehicle, which was taken away by the present Applicant.

on the pretext of paying the remaining loan installments to IndusInd Finance.

6. I have gone through the allegations in the FIR and have also perused the investigation papers made available by the learned APP. The perusal of the FIR would show that there are direct allegations against the Applicant to have paid a meager amount of Rs.2,10,232/-, by entering into an agreement dated 01.02.2024, whereby the Applicant has agreed to pay back the remaining amount of loan with the IndusInd Finance and took the possession of the 14-tyre truck. The investigation papers further show that the agreement dated 01.02.2024 entered into between the Applicant and the complainant Suraj, wherein the Applicant agreed to repay the said amount. The statement of account has also been obtained by the prosecution to show that certain amounts were paid by the complainant Suraj to the Applicant. The statements of witnesses Manohar Choudhary and Santosh Sonawane would show that the Applicant was handed over the possession of the said truck in their presence at the time of execution of that agreement dated 01.02.2024 wherein the Applicant has agreed to pay the remaining amount of loan to the IndusInd Finance. It is revealed from the statement of the complainant that the Applicant has failed to pay the amount either to the complainant Suraj or to the IndusInd Finance. Hence in my opinion this is not a fit case to exercise discretion in favour of the present Applicant. The custodial interrogation of the Applicant is necessary to unearth the conspiracy allegedly hatched by

the Applicant with the intention of cheating the complainant from the very inception, and also to recover the truck which the Applicant is alleged to have taken away. Hence I am not inclined to grant anticipatory bail to the Applicant. The anticipatory bail application stands rejected and the same is disposed of accordingly.

MEHROZ K. PATHAN
JUDGE

NAJEEB..