



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

ANTICIPATORY BAIL APPLICATION NO.1993 OF 2024

1. RAJIV NETAJI MORE
2. DEEPAK NETAJI MORE

VERSUS

THE STATE OF MAHARASHTRA

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Advocate for Applicants:

Mr. Joslyn Menezes h/f. P. S. Paranjape
APP for Respondent / State: Mr. B. B. Bhise
Advocate for Assist to PP: Mr. P. P. More

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WITH

CRIMINAL APPLICATION NO.4984 OF 2024

IN

ANTICIPATORY BAIL APPLICATION NO.1993 OF 2024

AFZAL JIKAR BATAVIA

VERSUS

RAJIV NETAJI MORE AND OTHERS

...

Advocate for Applicant: Mr. P. P. More
APP for Respondent / State: Mr. B. B. Bhise

Advocate for Respondents No.1&2:
Mr. Joslyn Menezes h/f. P. S. Paranjape

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CORAM : ARUN R. PEDNEKER, J.

DATE: 28.04.2025

ORDER :

1] Heard learned counsel for the applicants,
learned APP for the respondent-State and the learned
counsel for the assist to public prosecutor.

2] The applicant is apprehending arrest in connection with Crime No.0647/2024, dated 04.10.2024, registered at Gandhi Chowk Police Station, Latur, District Latur, for the offences punishable under Sections 406, 420 read with 34 of the Indian Penal Code, 1860.

3] This court by order dated 25.11.2024 granted interim protection to the applicants considering the submissions noted at paragraph no.3, as under:

“3] The learned counsel for the applicants submits that the matter is of purely civil in nature. He further submits that the dispute is as regards the price of sugar claimed by the applicant. It is contention of the informant that the sugar is sold to him at a lessor price, however, the amount taken from the complainant is higher, which is refused to be returned by the applicant. The transaction is oral and there is no document supporting the contention of the complainant.”

4] The learned counsel for the applicants submits that thereafter the applicants have cooperated with the investigation.

5] The case against the applicants is that the sugar was purchased by the informant at a particular price. It is stated that the informant purchased the sugar at the rate of Rs.2900/- per quintal since 04.06.2022 to 07.06.2022 and 8605 quintal sugar was supplied to the informant, however, bill was raised at the rate of Rs.3262/- and not at agreed

rate of Rs.2900/- per quintal. Thereafter, when the informant contacted the applicants, they assured to send money and supply sugar at the agreed rate of Rs.2900/- per quintal. Thereafter, the informant paid the amount of Rs.17,46,82,077/- against which the applicants supplied Rs.43,600 quintal sugar, but billed at the rate of Rs.3265 and GST. The informant claimed difference of Rs.3,33,33,341/- as the applicant had assured for the return of the difference amount, however, they avoided to pay the same. Since, the amounts were not returned, the FIR was registered.

6] It is the case of the applicants that the contract is for the sugar at the rate of Rs.3262/- per quintal and that the amount is accordingly paid as per the bills raised. If the bills ought to have been of a different amount then the same would be a civil dispute. There is absolutely no material to substantiate that the sugar was to be sold at the rate of Rs.2900/- per quintal.

7] Per contra, learned counsel appearing for the assist to public prosecutor submits that the applicants are involved in similar kind of transactions with others also and, as such, considering the *modus operandi* of the applicants in similar matters, the anticipatory bail may not be granted to the applicants.

It is also stated that the applicants have sent the email to the informant thereby admitting the outstanding amount of Rs.3,70,00,000/- and thereby assured to pay outstanding amount on 23.08.2022.

8] Prima facie, considering the rival arguments, it is difficult for this court to outrightly accept the case of the complainant as it is. The bills were issued at the rate of Rs.3262/- and the complainant has paid at the same rate. If at all there is any oral understanding between the parties as regards any concession to be given and substantiated by e-mail and if such concession are not given although assured, the possibility of the same falling within the realm of criminal dispute is doubtful. Considering the same, interim protection granted earlier can be confirmed.

9] In view of the above, the interim protection granted by order dated 25.11.2024 stands confirmed, on the following terms:

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

ii] 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.

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

10] In the event, the applicant violates any of the conditions specified in this order, it shall be liable to be cancelled.

11] 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.

12] The application stands disposed of.

13] Criminal Application No.4984 of 2024 for assist to public prosecutor also stands disposed of.

[ARUN R. PEDNEKER]
JUDGE

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