



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

911 ANTICIPATORY BAIL APPLICATION NO. 933 OF 2025

1. Kapil Rohitkumar Doshi
2. Yash Bhavesh Doshi

VERSUS

The State of Maharashtra

Mr. N. S. Jaju, Advocate for the Applicants
Mr. M. K. Goyanka, APP for the Respondent/State

CORAM : ADVAIT M. SETHNA, J.
DATE : 24 JUNE 2025

P. C. :-

1. The Applicants in anticipation of arrest under Section 482 of the Bhartiya Nagrik Suraksha Sanhita, 2023 filed the present proceedings which relate to CR No. 8/2025. The FIR is dated 26 February 2025 lodged at 16.36 hours by the Jalna Cyber Police Station, District Jalna. The date of the incident is noted between 22 February 2025 to 24 February 2025. The Informant is one Rajatkumar Rajendraprasad Agrawal (age 33 years).

Case in FIR :-

2. As stated in the FIR, the Applicant/accused No.1 Kapil Rohitkumar Doshi and the Applicant/accused No.2 Yash Bhavesh Doshi

are the brokers of L and T Akola Firm and they have contacted the informant Rajatkumar Rajendraprasad Agrawal through WhatsApp. The informant has lodged the online complaint, alleging therein that, the Applicant/accused No.1 Kapil Rohitkumar Doshi contacted and inquired whether he is in requirement of Soya Refined Oil. The informant specified the requirement of 64 Metric tons of Soya refined oil. The Applicant/accused No.2. Yash Bhavesh Doshi then informed the informant that oil would be procured from Kandala, Gujarat. As such, the informant placed an order for 64 Metric tons of Soya refined oil. 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. Vide electronic mode through WhatsApp and e-mails and on the 26 February 2025, in the evening time, with the condition that on the 25 February 2025, there will be spot delivery of the goods. As such, the total amount agreed was Rs. 1 crore and 29 lacs. The accused have shared the account details and the informant has transferred the amount through RTGS for delivery of said products. But, till 25 February 2025, there was no response and on the basis of online complaint, Cyber Police has registered the offence punishable under Section 318(4) read with Section 3(5) of the BNS and under Section 66(D) of the Information and Technology Act.

Submissions:-

3. Heard learned Advocate for the Applicants. He would submit that the Applicants in the present proceedings are brokers. The complainant has not disclosed in his complaint that he was regularly dealing with traders/businessmen and brokers such as the present Applicants in the business of selling oil and that he was dealing particularly with the agents i.e. the present Applicants who were regularly dealing with the business of supply of oil. According to him it would be clear from the record that the Informant/complainant has transacted with such brokers i.e. Applicants at earlier points of time and that such oil has been purchased to the Applicants over a period of time. He would gainfully relied of an order of this Court in ABA No. 726 of 2025 dated 15 May 2025. The Applicants in such Application were partners of one of the company i.e. Safal, which was the supplier of such oil. He would lay emphasis *inter alia* on paragraphs 8, 9 and 10 of the said order to submit that the facts and circumstances being identical, the decision in the said application would squarely cover the case of the Applicants before the Court today. He would submit that the ingredients of the Section invoked in the FIR, namely, 318(4), 3(5) of the BNS and 66(D) of the Information and Technology Act are in no manner attracted as far as the present Applicants are concerned. He would also draw the Court's attention to the fact that an amount of Rs.86 lakhs is under freeze for

which he would prefer to an Application under Section 503 of BNS to release such amount, freezed by the Cyber Police. He would submit that Police has identified and frozen the said amount in the account No. 923030014293411 with Axis Bank. In such facts and circumstances Mr. Jaju would submit that no custodial interrogation of the Applicants is warranted. He would further submit that the Applicants undertake to continue to extend complete cooperation with the ongoing investigation. Thus, Anticipatory Bail Application, according to Mr. Jaju, deserves to be allowed.

4. On the other hand, Mr. Goyanka, learned APP would vehemently oppose the application. He would submit that for the mere fault of the informant the amounts of the informant have been blocked because of such transactions executed on behalf of the Applicants' brokers. According to him the provisions invoked in the FIR are clearly attracted as far as the Applicants are concerned. He would submit that if indulgence by the way of grant of anticipatory bail is considered, the Applicants would not cooperate with the investigation. For such reasons Mr. Goyanka would submit that the anticipatory bail deserves to be rejected as custodial interrogation is warranted.

Findings :-

5. Heard the learned Advocate Mr. Jaju and Mr. Goyanka,

learned APP. With their assistance I have perused the record. A bare perusal of the FIR and the transaction recorded therein would clearly indicate that the same was a subject matter of due consideration of this Court in Anticipatory Bail Application No. 726 of 2025. This undisputedly arose out of the same CR number as in the present proceedings. In my *prima facie* view, in the peculiar facts and circumstances, one cannot overlook the fact that the transaction is contractual in nature. The civil nature of the transaction along with the contractual implications cannot be glossed over at the *prima facie* stage. This aspect has been dealt with by the Court in its decision dated 15 May 2025 in Anticipatory Bail Application No. 726 of 2025. I am in agreement with Mr. Jaju to the effect that the findings *inter alia* in paragraph Nos. 8 and 10 of the said order would apply as far as the present Applicants are concerned. It cannot be disputed that the present Applicants and the informant were having continuous business dealing one and other over a period of time and for the reasons set out in the FIR, the present transaction could not materialize. In such view of the matter in my *prima facie* view the provisions invoked in the FIR are apparently not attracted qua the present Applicants, at this stage from the proceedings. It is also matter of fact that the amount of Rs.1,29,00,000/- is freezed, as stated in the application filed in C.J.M. Court at Jalna under Section 503 of B.N.S.S. Act (page 43 of the application).

6. Mr. Jaju would, however, submit that the applicants are not concerned with the such amount. Be that as it may. Considering the totality of the facts and circumstances and the decision of the Court dated 15 May 2025 passed in ABA No. 726 of 2025 which would also cover the case of the present Applicants, a *prima facie* case for grant of anticipatory bail is made out by the present Applicants. Though investigation is a matter of right of the prosecution, it is not the norm. This is a case where custodial interrogation is neither warranted nor expedient. On the concern expressed by Mr. Goyanka with regard to the cooperation from the Applicants, Mr. Jaju would submit that complete cooperation would be extended by the applicants and they have been doing to ensure that the investigation is not affected in any manner whatsoever. In my view, the following order would meet the ends of justice.

ORDER

- (i) In the event of arrest of the Applicants in connection with C.R. No. 8/2025 registered with Jalna Cyber Police Station, Dist. Jalana for the offences punishable under Sections 318(4) r/w 3(5) of the BNS and 66(D) of the Information and Technology Act, the applicants are directed to be released on bail on their furnishing PR bond in the sum of Rs. 20,000 (Rupees Twenty Thousand Only) each with one solvent sureties in the like amount.
- (ii) The applicants shall cooperate with the investigation. They shall attend the concerned police station on every Monday

at 11.30 am until further orders and they will full cooperate with the investigation *inter alia* with regard to the release of the amount of Rs.1,29,00,000/- which is presently freeze by the Authority.

- (iii) The applicants shall furnish details of residential address and other contact details such as mobile number etc. to the concerned police station. If there is any change in the contact details, the same shall be immediately informed to the concerned police station.
- (iv) The applicants shall not leave the jurisdiction of the Court without prior permission of the Court.
- (v) They shall not interfere with the evidence and shall not tamper prosecution witnesses in any manner whatsoever.

7. Needless to mention that these are *prima facie* observations made in adjudicating this ABA only.

8. The ABA is allowed in the above terms.

(ADVAIT M. SETHNA, J.)

ssp