

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION**

CRIMINAL APPLICATION NO. 336 OF 2025

Madhav Krushna Adlinge ... Applicant
Vs.
The State of Maharashtra ... Respondent

Mr. Dilip Bodake i/b Mr. Sharad Bhosale, Advocate for the Applicant.
Mr. P. H. Gaikwad, APP for Respondent/State.
Mr. R. S. Chaudhari-API, EOW Satara.

CORAM : ASHWIN D. BHOBE, J.

DATE : 8th AUGUST, 2025.

P.C. :

1. Heard Mr. Dilip Bodake, learned Advocate for the Applicant and Mr. P. H. Gaikwad, learned APP for the State.

2. By the present Application, Applicant has sought for the following reliefs :-

(a) This Hon'ble Court be pleased to relax, modify and/or cancel the condition No. 2 in the operative part of the Common Order dated 09.11.2023 below Exh-69 in Special (MPID) Case No. 232 of 2022 and below Exh-72 in Special (MPID) Case No. 233 of 2022 imposed by the Ld. Special Judge (under MPID), Satara to deposit an amount of Rs. 23,40,984/- (Rs. Twenty-Three Lakhs Forty Thousand Nine Hundred and Eighty-Four only) and further ordered to release the Applicant/ Accused No. 2 on bail and further be pleased to quash and set aside the order dated 11.10.2024 passed by Additional Sessions Judge, Phaltan, below Exh-298 in Special (MPID) Case No. 136 of 2024;

3. Applicant is an Accused in Crime No.48 of 2019 registered with the Phaltan City, Police Station, Satara.

4. Vide order dated 9th November, 2023 passed below Exhibit-69 in Special (MPID) Case No.232 of 2022 and Exhibit-71 in Special (MPID) Case No.233 of 2022, Applicant was released on bail by imposing conditions as referred to in the operative part at Serial Nos.1 to 13.

5. Applicant is aggrieved by Condition No.2 of the order dated 9th November, 2023 to the extent that the condition directs the Applicant to deposit an amount of Rs.23,40,498/- in Special (MPID) Case No.232 of 2022.

6. Applicant in paragraph No.13-A of the memo of Bail Application has made the following statement:-

“13A. The Applicant states and submits that so far as present Applicant is concern he has not submitted such written undertaking or made oral statement that he is ready to deposit an amount of liability fixed by co-operative authority under the inquiry u/s. 88 of Maharashtra Co-op. Societies Act, 1960. Despite this the Ld. Sessions Judge, Satara on its own or sue-moto has imposed condition on the Applicant to deposit an amount of Rs. 23,40,984/- while granting regular bail in Spl. MPID Case No. 32 of 2022 and Spl. MPID Case No.233 of 2022. Hence, the condition imposed by Ld. Sessions Judge is arbitrary and preserve and the same is liable to be struck down in the interest of justice. Otherwise also it is settled principle that such condition cannot be imposed while granting bail even in deciding bail application.”

7. Mr. Dilip Bodake, learned Advocate for the Applicant, submits that the Applicant had neither represented to the Court that he would make any voluntary deposit nor did the Applicant make any submission of depositing any amount before the Court, for securing the liberty of the Applicant.

8. Mr. P. H. Gaikwad, learned APP for the Respondent-State, submits that the order dated 9th November, 2023 does not indicate or record any observation of the Applicant having offered to make any voluntary financial deposit for securing his bail.

9. The Hon'ble Supreme Court in the case of Gajanan Dattatray Gore Vs. State of Maharashtra (Criminal Appeal No.3219 of 2025) in paragraph Nos.19 to 22 has held as follows :-

19. Mr. Kharat, submits that the order dated 01.04.2024, in addition to the undertaking dated 22.03.2024, considers the bail on merits. Reliance is placed on para 6 of the order to submit that this Court while granting bail had made reference to the Respondent No. 1 not having criminal antecedents and the trial is likely to take some time to conclude. I am again unable to accept the said contention of the Respondent No. 1 as the order dated 01.04.2024 clearly gives an impression that the Respondent No. 1 with the intent to dissuade this Court from considering the merits made the above said offer to deposit amount in this court. Respondent No.1 has taken the Court for granted by securing his liberty on the basis of the undertaking dated 22.03.2024. Respondent No. 1 is attempting to approbate and reprobate. Facts of instant case are similar to the facts in the case of Kundan Singh (Supra) as such observations of the Hon'ble Supreme Court in para 10 are squarely applicable to the case in hand. Case of the Respondent No. 1 as now contended is nothing but reneging voluntarily offering deposits. The Hon'ble Supreme Court in the case of Kundan Singh (supra) has deprecated such practice.

20. Mr. Kharat, relied on the case of Biman Chatterjee (supra) to submit that now fulfillment of the terms of compromise cannot be basis of granting or cancelling the bail. He places reliance on the paragraph No.7 of the said decision. Case in Biman Chatterjee (supra) was a proposed settlement between a couple having matrimonial discord. Bail granted to the Accused in the said crime was cancelled on the ground that the Accused was not adhering to the settlement terms. It is in this context that the Hon'ble Supreme Court in paragraph-7 has made the observations as under:

7. Having heard the learned counsel for the parties, we are of the opinion that the High Court was not justified in cancelling

the bail on the ground that the appellant had violated the terms of the compromise. Though in the original order granting bail there is a reference to an agreement of the parties to have a talk of compromise through the media of well wishers, there is no submission made to the court that there will be a compromise or that the appellant would take back his wife. Be that as it may, in our opinion, the courts below could not have cancelled the bail solely on the ground that the appellant had failed to keep up his promise made to the court. Here we hasten to observe first of all from the material on record, we do not find that there was any compromise arrived at between the parties at all, hence, question of fulfilling the terms of such compromise does not arise. That apart non-fulfilment of the terms of the compromise cannot be the basis of granting or cancelling a bail. The grant of bail under the [Criminal Procedure Code](#) is governed by the provision of Chapter XXXIII of the Code and the provision therein does not contemplate either granting of a bail on the basis of an assurance of a compromise or cancellation of a bail for violation of the terms of such compromise. What the court has to bear in mind while granting bail is what is provided for in [Section 437](#) of the said Code. In our opinion, having granted the bail under the said provision of law, it is not open to the trial court or the High Court to cancel the same on a ground alien to the grounds mentioned for cancellation of bail in the said provision of law.

21. The Respondent No. 1 though having withdrawn his Application seeking relaxation of the said bail condition No. 6(i), has not come forward to deposit the amount even during the course of hearing of this Application. Respondent No. 1 having breached / violated bail condition no. 6(i) of the order dated 01.04.2024, this Court is left with no other option but to exercise jurisdiction under [Section 483\(3\)](#) of the Bharatiya Nagarik Suraksha Sanhita, 2023 (for short "BNSS") to cancel the bail. Bail granted to the Respondent No. 1 on 01.04.2024 stands cancelled.

22. Respondent No. 1 was released pursuant to the order dated 01.04.2024. Bail being cancelled, the Respondent No. 1 is now required to surrender. Mr. Kharat, on instructions from the Respondent No. 1 prays time to surrender. He prays for 8 weeks time to surrender.

10. In view of the law laid down by the Hon'ble Supreme Court, the condition imposed by the learned Special Judge under MPID Satara,

to the extent that it directs the Applicant to deposit an amount of Rs. 23,40,984/- as a condition for grant of bail is not tenable, as such is set aside.

11. It is clarified that, the observation and the condition of directing the Applicant to deposit an amount of Rs.23,40,984/- is set aside. Rest of the order dated 9th November, 2023 passed in Exhibit-69 in Special (MPID) Case No.232 of 2022 and Exhibit - 71 in Special (MPID) Case No.233 of 2022 remains unaltered.

12. Consequently, Bail Condition No.2 as reflected in the operative part of the order dated 9th November, 2023 shall read as under :-

“The applicant Madhav Krushna Aadlinge shall be released on bail on his executing personal bond of Rs.1,00,000/- with one or two sureties in like amount each in Spl. (MPID) Case No.232/2022 and Spl. (MPID) Case No. 233/2022.”

13. Criminal Bail Application No.336 of 2025 is allowed in the above said terms.

(ASHWIN D. BHOBE, J.)