

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.282 OF 2025

Labhansh Uchhariya	...Applicant
Versus	
State Of Maharashtra	...Respondent

Adv. N. U. Khan a/w. Ms. Sheeba Khan, Ms. N. Khan, Advocate for the Applicant.

Mr. Ajay S. Patil, APP for the State.

Kripashanker Pandey a/w. Jeetendra Mishra & Neeta Solanki i/b. Unison Legal, Advocate for the Complainant/Intervenor.

Ms. Sushma Mali, PI Sahar Police Station.

CORAM : RAJESH S. PATIL, J.

DATED : 12 FEBRUARY 2025

P.C.:

1. The present proceedings challenges the F.I.R. which is lodged under Sections 316 and 318 of the BNS, 2023.
2. The issue pertains to the Applicant, who is a proprietor of an event management company, who had taken on rent, premises of the Informant Company to organize an event scheduled for 31 December 2024. In the agreement it was specifically stated in clause 8 that the

payment of Rs.1,78,69,600/- was to be paid by the Applicant on or before 31 December 2024. Admittedly, a sum of Rs. 40,50,000/- was paid by the evening of 31 December 2024, leaving a balance amount of Rs. 1,38,14,600 not been paid. Despite repeated follow-ups for payment, the remaining amount has not been paid. Therefore, the Informant lodged an F.I.R. with the Sahar Police Station. Apprehending arrest, the Applicant filed an Anticipatory Bail Application with the Sessions Court, which was rejected on 24 January 2025. Hence, the present Anticipatory Bail Application has been filed before this Court.

3. It is the case of the Mr. Khan that the Applicant sincerely intends to clear the entire due amount but he requires some time to arrange the funds. The Applicant's agent has not paid the amount due and payable, as a result of which the Applicant is unable to clear the entire dues of the Informant. Mr. Khan also submits that this is purely a civil dispute and this Court should consider the law laid down by the Supreme Court in judgment of *M.N.G. Bharateesh Reddy V/s. Ramesh Ranganathan & Another* reported in *(2022) 16 SCC 210*. He submitted that the offences under Section 316 (2) and 318 (4) of the BNS, 2023, are not made out. Additionally, he refers paragraph 21 of the agreement, which pertains to indemnity.

4. He submits that if reasonable time is granted, his client will clear

the entire payment, confer with the manager of the Informant, and resolve the matter amicably.

5. The learned APP submits that in the judgment of *Rajesh Bajaj V/s. State NCT of Delhi & Ors.* Reported in (1999) 3 SCC 259. In paragraph No.11 the Supreme Court has held that what has to be seen is the body of the complaint and whether the body of the complaint mentions that there was inducement for the Informant to believe that the payment would be honoured after receiving the goods. And thereafter, payment has not been made. Such averment would prima facie make out a case for investigation by the authorities. The learned APP submits that as far as the judgment of the MNG Bharateesh Reddy (supra) referred by the Applicant is concerned, the facts of the said judgment is totally different it was a judgment which involved “issue of process” and not Anticipatory Bail Application. Therefore, the ratio laid down in the said judgment wherein in the said case a doctor was employed by a hospital as a consultant neurosurgeon on a monthly guaranteed fee of Rs.50,000/-. Hence, the ratio will not be applicable in the present case. He submitted that taking into consideration the F.I.R. no protection would be granted to the present Applicant. However, if the Informant and the Applicant wish to settle the issue, it would be a transaction between them. Since the police machinery has been invoked, the Court

should look into that issue in accordance with the law.

6. The learned Advocate for the Informant submits that the show was conducted by the present Applicant on 31 December 2024. Though the agreement stipulated that the entire payment was to be made by the night of 31 December 2024, when a crowd of approximately five thousand people had gathered at the hotel, a potential law and order situation arose. Consequently, the Informant had no option but to allow the show to proceed and rely on the promises made by the Applicant.

7. He further submits that around five thousand persons attended the show on 31 December 2024, with the average ticket price being Rs.5000/- per person. Therefore, the minimum revenue collected was approximately of Rs.2,00,00,000/- (Two Crores) . Additionally, in such events, if a person wishes to attend the show at eleventh hour, the ticket prices are generally beyond of Rs.20,000/- per person. If calculated accordingly, the Applicant has generated substantial revenue but is now refusing to pay the Informant.

8. In these circumstances, he submits that a strict view should be taken, and the present Anticipatory Bail Application deserves to be dismissed. However, he submits that if the Applicant is seeking only two days to approach the Informant and clear the entire payment, he has

instructions that the Informant would not object to grant protection to the Applicant for those two days.

9. The Applicant is directed to deposit his passport by 10.00 a.m. tomorrow.

10. By consent, stand over to **17 February 2025** under the caption “**For First On Board**”

(RAJESH S. PATIL, J.)