

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

ANTICIPATORY BAIL APPLICATION NO.977/2025

HARISH
VITHAL
CHAUDHARI

PRAVIN ALIAS PAPPU JADHAV

...APPLICANT

VS

STATE OF MAHARASHTRA AND ANR.

...RESPONDENTS

...

Adv. Ghanshayam Upadhyay a/w Preksha Jain i/b Law Juris for the Applicant.

Adv. Narayan G. Rokade a/w Siddharth R. Ghodke, Abhang Suryawanshi & Ramchandra Wagh for Respondent No. 2.
PC/3064 dhatrak Bhausahab, Pimpalgaon Police Station.

...

CORAM : RAJESH S. PATIL, J.

DATED : MAY 7, 2025

ORDER :

1. The applicant/accused has preferred this anticipatory bail application under section 482 of Bhartiya Nagarik Suraksha Sanhita for pre-arrest bail, apprehending arrest in Crime No. I-67 of 2025 registered at Pimpalgaon (B) Police Station, Pimpalgaon (B), Tq. Niphad, Dist. Nashik against him for the offences punishable under sections 318(4), 316(5) read with section 3(5) of Bharatiya Nyaya Sanhita 2023.

2. This is a case wherein dues of 300 farmers are not paid, who have supplied their farm products/vegetables and their payment of around Rs. 2 crores 89 lakhs still remain unpaid. An FIR to that effect

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was filed and two persons were arraigned as accused. The present applicant is one of the accused. Both the accused had preferred pre-arrest bail application before the Sessions Court. On 25 March 2025, the pre-arrest bail application of both the accused was heard and rejected by the Sessions Court. I have been informed that, the co-accused has not preferred pre-arrest bail application before this Court. Admittedly, the farm products/vegetables are supplied, wherein all invoices are in the name of the present applicant.

3. The learned counsel for applicant submits that though the invoices shows that the farm products/vegetables are supplied to the present applicant, the farm products/vegetables were never supplied to the present applicant and was supplied to the co-accused Vaibhav Dheple. It is also submitted before me by the applicant that what has been referred by the informant is that the present applicant is a partner with co-accused Vaibhav Dheple, is totally an incorrect statement. No document has been produced to show that there was any kind of partnership of the present applicant with the co-accused Vaibhav Dheple. It has been argued that the present applicant is a vegetable dealer and also, he is into the business of transport, so also he is an agent and it is a practice in the APMC Market Nashik that though the farm products/vegetables are supplied to a party, the invoices are in the name of the agent. It has also been submitted that the balance payment

of the farmers is roughly around Rs. 2 crores 89 lakhs and substantial payment was made by the co-accused Vaibhav Dheple. Therefore, the payment, if any, to be made to the farmers was to be made by the co-accused Vaibhav Dheple. It is further submitted that there were certain farm products/vegetables which were supplied to the applicant directly. The payment pertaining to those farm products/vegetables supplied to the present applicant, has already been made. As regards to the balance payment as alleged in the FIR around Rs. 2 crores 89 lakhs, is not to be made by the present applicant. The person, who is liable to be paid the said balance payment, would be the co-accused-Vaibhav Dheple.

4. According to me, ultimately the fact remains that the invoices are all in the name of the present applicant which draws an inference that it is the present applicant, to whom the farm products/vegetables were supplied by the farmers and hence, he would be liable to pay. It is also pertinent to note here that apart from the invoices being in the name of the present applicant, there was a settlement agreement which was tendered before this Court by the learned APP. The said settlement agreement was dated 24 December 2024, entered into between the present applicant and the complainant. As per the said settlement agreement, the balance amount of Rs.3,22,00,000/- has been mentioned, to be paid by the present applicant to the complainant by, 31 January 2025. It is further stated in

the said settlement agreement that, if the payment is not made by 31 January 2025, five cheques of Yes Bank, signed by the present applicant which were tendered as a security, can be presented to the Bank to receive the payment.

5. The learned APP submitted that though there was settlement deed signed by the present applicant, which stated that the payment would be made by 31 January 2025, the payment was not made and five cheques which were lying with the complainant for security, were presented for payment with Bank and all these five cheques have bounced on presentation. Therefore, the fact remains that 300 farmers have not received their dues. It has not been clarified why the payments have not been made to the farmers when they have sold their farm products/vegetables. It is nobody's case that farm products/vegetables are not sold by the farmers and they are not suppose to receive their dues. The question which was being argued by the applicant is that he is not the person, who is liable to make this payment. The fact remains that all invoices are in the name of the present applicant, these coupled with the settlement deed dated 24 December 2024, which is signed by the present applicant, whereby, he agrees to make the balance payment by 31 January 2025, has not been adhered to. Five cheques issued by the applicant have also been bounced, therefore, the theory of the applicant not liable to make

payment will have no merit.

6. As regards the antecedents, the learned APP has pointed out that there are three antecedents as against the present applicant which involved the offences punishable under 318(4), 316(5), 3(5) of BNS, registered with Pimpalgaon Police Station, another crime registered with Ojhar Police Station for the offences punishable under Section 426, 429, 420 of the IPC and one more at Vani Police Station registered for the offence punishable under Section 420 and 34 of the IPC. As regards the co-accused, there are five crimes registered against him and in the present crime, he is absconding from the date of registration of the FIR. It has been argued before me by the counsel for the applicant that there is only one crime registered against the present applicant and in that case, bail has been granted to the present applicant.

7. The learned APP has also shown me statements of 7 farmers, in which it has been stated that farm products/vegetables were supplied to both the accused persons and they have refused to make payments. The learned APP has also referred to an order passed by Division Bench of this Court in the case of *Mayur Kailashchandra Khandelwal & Ors. vs. State of Maharashtra & Anr. [passed in Cri. Application No. 6327/2017]*. He has referred to paragraph nos. 18, 19 and 20 of the said order. For ease of reference, the said paragraph nos.

18, 19 and 20 are reads as under:

“18. In the present proceeding applicants have produced copies of news items published in newspapers to show that the farmers had grievance mainly against informant. That was bound to happen as it is the informant who was collecting banana from the farmers and it is the informant who was giving promise to the farmers. Against the informant, one crime is registered on the basis of report given by aforesaid Mohinoddin. This Court has refused to grant relief to informant of quashing of the F.I.R. in Criminal Application No.1520/2017 order was made on 18.01.2018 and in the said order this Court has observed that farmers were cheated and real victims were farmers and not Mohinoddin. The record shows that even when there are aforesaid circumstances the present applicants and the informant both got relief of anticipatory bail from Sessions Court in the present crime. Submissions made and the record show that the amount which is due from applicants and informant to farmers is not yet recovered. Though some accounts are shown to be seized by the police, that action is not going to help the farmers. This happened only due to relief of anticipatory bail granted in favour of the accused. Thus, the applicants and informant have made money and the farmers are duped. It is surprising that the orders of anticipatory bail made by the Sessions Court were not challenged by the State.

19. Such instances are increasing day by day. It is unfortunate, but it is a fact that all the systems are not showing sensitivity towards the problems faced by the farmers. The farmers have no resources and they cannot afford indulging into litigation. This inability of farmers is used by the traders like applicants and they make money on the agricultural produce which farmers gets after working hard. The suicides of farmers are increasing day by day as farmers are facing all kinds of problems and present problem of cheating is additional circumstance which is compelling the farmers to commit the suicide. Due to all these circumstances, this Court holds that no relief can be granted in favour of applicants.

20. The learned counsel for applicants submitted that inference that there was intention to deceive at the beginning is not possible and so, the applicants are entitled to get the relief. He placed reliance on the observations made by the Apex Court in the two cases like **2009 AIR SCW 3976 [Harmanpreet Singh Ahluwalia and Ors. Vs. State of Punjab and Ors.]** and **2009 AIR SCW 307 [V.Y. Jose and Anr. Vs. State of Gujarat and Anr.]**. The facts and circumstances of each and every criminal case are always different. On the basis of the facts of each matter it is the duty of the Court to draw some inference. This Court has quoted the relevant facts and circumstances of the present matter. The facts and circumstances show that first the atmosphere was created to lure the farmers and when the farmers started trusting, the plan was executed and payment was not made and the farmers were cheated. The record

shows that the money was collected by the applicants, but it was not passed to informant who was expected to pass it on farmers. In view of all these circumstances, this Court holds that at this stage, it is not possible to presume that there was no intention to deceive at the beginning. In the result, following order.”

(Emphasis supplied)

8. On behalf of the applicant, there are certain orders/judgments of the Supreme Court that have been referred. The said are as under :

(a) Anil Mahajan vs. Bhor Industries Ltd. & Anr. [(2005) 10 SCC 228];

(b) Satender Kumar Antil vs. Central Bureau of Investigation & Anr. [(2024) 9 SCC 198];

(c) Arnab Manoranjan Goswami vs. State of Maharashtra & Ors. [(2021) 2 SCC 427];

(d) Arnesh Kumar vs. State of Bihar & Anr. [(2014) 8 SCC 273];

(e) Joginder Kumar vs. State of U. P. & Ors. [(1994) 4 SCC 260];

(f) Siddharam Satlingappa Mhetre vs. State of Maharashtra & Ors. [(2011) 1 SCC 694].

9. The authorities which have been referred by the applicant are on the lines that when there is a civil dispute, where suits have been preferred, merely because in the complaint, there is a reference to the word ‘cheat’, that will not mean that the cognizance has to be taken up by the police. A mere contract for supply of goods may not in all attract the provisions of criminal law. So also, it is not needed that in every

case, custody of the accused is necessary. The State has to prove that without taking custody, they will not be able to complete the investigation.

10. The Supreme Court in case of *Sumitha Pradeep vs. Arun Kumar C.K. and another*¹ in paragraph 12 has held as under :-

“12..... In many anticipatory bail matters, we have noticed one common argument being canvassed that no custodial interrogation is required and, therefore, anticipatory bail may be granted. There appears to be a serious misconception of law that if no case for custodial interrogation is made out by the prosecution, then that alone would be a good ground to grant anticipatory bail. Custodial interrogation can be one of the relevant aspects to be considered along with other grounds while deciding an application seeking anticipatory bail. There may be many cases in which the custodial interrogation of the accused may not be required, but that does not mean that the prima facie case against the accused should be ignored or overlooked and he should be granted anticipatory bail. The first and foremost thing that the court hearing an anticipatory bail application should consider is the prima facie case put up against the accused. Thereafter, the nature of the offence should be looked into along with the severity of the punishment. Custodial interrogation can be one of the grounds to decline anticipatory bail. However, even if custodial interrogation is not required or necessitated, by itself, cannot be a ground to grant anticipatory bail.”

(Emphasis supplied)

11. Considering the law which has been laid down by the Supreme Court in the above judgment and considering the facts of the present case, according to me, the judgments which have been referred on behalf of the applicant, the facts are very different. Many of the cases, a civil suit was already lodged. So also, it is not an argument on behalf of the applicant that just because a civil suit is filed, a criminal

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complaint cannot be entertained. What has to be seen in every case is that whether, there is any substance in the complaint for a FIR to be lodged. In my view, considering the facts that around 300 farmers are involved in the present crime where, they have admittedly sold their farm products/vegetables and they have not been paid their dues.

12. The livelihood of the farmers depends on the farm products/vegetables and after selling their farm products/vegetables, they have to receive their money. Non payment of their dues will make them difficult to stand up again for the next season. Therefore, the role of the present applicant would be necessary to be seen. He is the person in whose name all invoices have been drawn. He has agreed by way of a settlement deed dated 24 December 2024 that he will make the payment by 31 January 2025. He has defaulted in making this payment which can also be seen from the cheques given by him, which have bounced. Therefore, according to me, no case is made out to grant the pre-arrest bail to the present applicant. Hence, this **anticipatory bail application stands rejected.**

(RAJESH S. PATIL, J.)