

AGK

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

ANTICIPATORY BAIL APPLICATION NO.2054 OF 2025

Shakir Mohd. Nasir Sayyed ... Applicant

V/s.

The State of Maharashtra ... Respondent

Mr. Nadeem M.S. Shaikh for the applicant.

Mr. Sagar R. Agarkar, APP for the respondent-State.

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CORAM : AMIT BORKAR, J.

DATED : SEPTEMBER 15, 2025

P.C.:

1. The present bail application is filed under Section 482 of the Bhartiya Nagarik Suraksha Sanhita, 2023 (for short, "BNSS"), by which the applicant seeks regular bail in connection with Crime Register No.51 of 2025 registered at Uran Police Station for offences punishable under Sections 316(2), 318(4), and 3(5) of the Bhartiya Nyaya Sanhita, 2023 (for short, "BNS").

2. The prosecution case is that the complainant, Ankush Nakhwa, started supplying fish to the applicant from 30 October 2024 and introduced him to other fish sellers. On the same day, the applicant purchased fish from one Kiran Nakhwa and 50% of the payment was transferred to the complainant's bank account from the account of one Yogesh Naagar. Till 12 December 2024, the applicant purchased fish from the complainant and paid 50% of the price, i.e. Rs.1,46,00,000/-, through the account of accused

No.3, namely, Yogesh Naagar. Thereafter, the applicant failed to pay the remaining amount of Rs.1,37,79,127/-. On inquiry with the transporter, the complainant came to know that the fish was delivered to KMC International Warehouse in Gujarat and thereafter sold to the company of accused No.2. It is further alleged that accused No.2 made the payment to accused No.3, Yogesh Naagar. However, the complainant did not receive the balance payment. Hence, the First Information Report came to be lodged.

3. Learned counsel for the applicant submitted that as per the First Information Report, the terms of payment were that 50% was payable at the time of delivery and the remaining 50% within 15 days. The transactions went on smoothly from 30 October 2024 till 12 December 2024. It is only thereafter that the applicant defaulted in making payment of the balance 50%. It is, therefore, submitted that there was no dishonest intention at the inception of the transaction. Learned counsel further submitted that the dispute is of a civil nature and prayed that the applicant deserves protection under Section 382 of the BNSS.

4. On the other hand, the learned APP opposed the application. He submitted that the fish supplied was later sold to purchasers and that custodial interrogation of the applicant is necessary to ascertain the flow of money received from such purchasers. He, therefore, submitted that the application is liable to be rejected.

5. I have considered the rival submissions. The record shows that the complainant was regularly paid 50% of the price till 12

December 2024. The dispute arises only with respect to the balance 50% amount not paid thereafter. The First Information Report itself records that the payment terms were part of a commercial arrangement. The applicant was introduced in the trade by the complainant and the transactions went on smoothly for more than one month. This shows that there was no dishonest intention at the inception.

6. The law is well settled that when the allegations arise out of a commercial transaction and the dispute is essentially of a civil nature, the question of criminal liability must be examined with caution. The allegations in the present case do not disclose that the applicant had the intention to cheat the complainant right from the beginning. The grievance is only about non-payment of the balance price after delivery of goods. Such failure may give rise to a civil claim for recovery but does not, by itself, establish the offence of cheating.

7. The applicant has roots in society and is not likely to abscond. The investigation so far has substantially progressed. The material required is already in the custody of the Investigating Agency. In such circumstances, further custodial interrogation of the applicant is not necessary.

8. Considering the nature of allegations, the period of transactions, and the law on the point, I am of the opinion that the applicant deserves to be enlarged on bail by imposing suitable conditions.

ORDER

- (a) Bail Application is allowed.
 - (b) The applicant shall be released on bail in connection with Crime Register No.51 of 2025 registered with Uran Police Station, for offences punishable under Sections 316(2), 318(4), and 3(5) of the Bhartiya Nyaya Sanhita, 2023, on executing a personal bond of Rs.50,000/- with one or two sureties in the like amount.
 - (c) The applicant shall attend the concerned Police Station once in a week on every Sunday between 10.00 a.m. to 12.00 noon, for a period of six weeks, and shall cooperate with the investigation.
 - (d) The applicant shall not tamper with the prosecution evidence or influence the witnesses.
 - (e) The applicant shall furnish his residential address and contact details to the Investigating Officer and shall not change the same without prior intimation to the Court.
 - (f) In case of breach of any of the above conditions, prosecution shall be at liberty to seek cancellation of bail.
9. Application stands disposed of accordingly.

(AMIT BORKAR, J.)