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

ANTICIPATORY BAIL APPLICATION NO. 2171 OF 2025

Mahinder Kumar Son of Ram Kishan ... Applicant

V/s.

The State of Maharashtra ... Respondent

Adv. Kumar Therade h/f Adv. Mohit Bishnoi (through VC) for the applicant.

Adv. Akshata Borade i/b Adv. Sugandh Zende for original complainant.

Mr. Sagar R Agarkar, APP for State.

Mr. Arvind Masankar, A.P.I., Kamothe Police Station, Navi Mumbai.

CORAM : AMIT BORKAR, J.

DATED : SEPTEMBER 29, 2025

P.C.:

1. The applicant has approached this Court under Section 482 of the Bhartiya Nagarik Suraksha Sanhita, 2023 (BNSS) seeking pre-arrest bail. The apprehension of arrest arises from Crime Register No. 93 of 2025 registered at Kamothe Police Station, Navi Mumbai, for offences punishable under Sections 316(2) and 318(4) of the Bhartiya Nyaya Sanhita, 2023 (BNS).

2. The prosecution alleges that the applicant established a new petrol pump in July 2020 under the name and style of “M/s Himanshi Filling Station” at village Ghursal, District Hisar,

Haryana. To increase the sales of the petrol pump, the applicant, through landowner Satbir Saharan, came in contact with the complainant Govind Balwant Singh, a permanent resident of village Ghursal. The complainant's family, including his brother Pawan, resides permanently in the same village and owns considerable fertile agricultural land there.

3. The complainant and his brother informed the applicant that they were running a transport business under the name "Monika Roadlines" with a fleet of about 20 trucks and trailers. They assured that they would purchase fuel for their transport vehicles and agricultural needs from the applicant's petrol pump. It was agreed between the applicant and the complainant that the fuel would either be paid for immediately or within a short period. The applicant accepted this arrangement for smooth operation of his petrol pump. Prior to starting his own petrol pump, the applicant was engaged in the business of constructing petrol pumps as a contractor for Bharat Petroleum. He anticipated difficulty in achieving good sales at his new outlet. To attract customers, he agreed to supply fuel on credit. From November 2020, the complainant began taking fuel in vehicles and drums. At first, payments were made in cash, but later supplies were given on credit. After 10 to 15 days of supply on credit, the applicant demanded payment. The complainant then cleared the dues. Thereafter, the applicant continued to supply fuel, and the complainant made payments as and when demanded.

4. In November 2021, the complainant and his brother expressed interest in buying a plot at Hisar. The applicant owned a

vacant plot at Durga Colony, Hisar, in a good location. The market value of the plot was around Rs. 24 to 25 lakhs. After inspection, the complainant and his brother agreed to purchase the plot for Rs. 19,00,000. Out of this, Rs. 4,00,000 was transferred on 30 December 2021 and the remaining Rs. 15,00,000 was transferred in two installments of Rs. 5,00,000 and Rs. 10,00,000 on 20 January 2022. Since the complainant and his brother were also engaged in property dealings, they informed the applicant that they would get the plot registered directly in the purchaser's name. The applicant, having received the full sale consideration of Rs. 19,00,000, did not object. Later, the complainant and his brother pressurised the applicant to return the amount and cancel the deal. The applicant refused and asked them to proceed with registration of the sale deed.

5. When the applicant did not agree to cancel the deal, the sale deed of the plot was registered on 10 October 2023 in favour of Pawan Kumar, real brother of the complainant, vide Vasika No. 6795 dated 10 October 2023. After registration of the sale deed, relations between the complainant and the applicant soured. The complainant started holding a grudge against the applicant.

6. In February 2025, the applicant received a notice from Kamothe Police Station, Navi Mumbai, containing allegations that he had agreed to sell the petrol pump.

7. Learned counsel for the applicant submitted that even if the allegations in the FIR are taken at face value, the dispute is at best a breach of promise. To attract the offence under Section 420,

dishonest intention at the inception is necessary, which is absent here. It is not in dispute that the applicant owns the petrol pump. At the most, it is a case of non-fulfilment of a commercial promise. It does not attract offences under Sections 316(2) and 318(4) of the BNS. Learned counsel also pointed out that this Court granted interim protection on 5 August 2025. The applicant has since attended the police station and cooperated with the investigation. Hence, interim protection deserves to be continued.

8. On the other hand, learned counsel for the informant and the learned APP submitted that the defence of the applicant that the amount was towards a land transaction is false. According to them, the applicant's dishonest intention existed from the beginning. They relied upon the observations of the Sessions Court to contend that the applicant never intended to honour his promise, and therefore, the application for anticipatory bail should be rejected.

9. I have considered the rival submissions and perused the material placed before me. The FIR itself discloses that the dispute essentially arises from a commercial transaction relating to supply of fuel and a subsequent land deal. The complainant and his brother willingly entered into the transactions, paid the amounts, and even got the sale deed registered in favour of the complainant's brother.

10. The material shows that the applicant had executed the sale deed in respect of the plot after receiving full consideration. Once the sale deed stands registered, the allegation of cheating or

fraudulent misrepresentation loses much of its force. The contention of the complainant that the applicant should refund the money despite completion of the sale transaction cannot by itself constitute a criminal offence. At best, it gives rise to a civil dispute for cancellation of the deed or for recovery of money.

11. For invoking Sections 316(2) and 318(4) of the BNS, it is necessary that dishonest or fraudulent intention should exist at the inception of the transaction. There is no material on record to prima facie show that the applicant never intended to complete the sale of land. On the contrary, the registered sale deed dated 10 October 2023 shows that the applicant fulfilled his part of the bargain.

12. The allegations regarding supply of fuel on credit also do not disclose any criminal intent. The payments were made from time to time, and no specific act of deception is attributed to the applicant.

13. The applicant has already enjoyed interim protection since 5 August 2025. During this period, he has attended the police station and cooperated with the investigation. There is no complaint from the Investigating Officer about non-cooperation or misuse of liberty.

14. Having regard to the nature of the dispute, the documentary evidence of the registered sale deed, and the conduct of the applicant in cooperating with the investigation, I am of the opinion that custodial interrogation of the applicant is not warranted. The prosecution has not demonstrated that further custody is necessary

for collection of evidence.

15. In these circumstances, the applicant is entitled to protection of pre-arrest bail. The apprehension of misuse of liberty can be addressed by imposing appropriate conditions.

16. Hence, the following order:

(a) The application is allowed.

(b) In the event of arrest of the applicant in connection with Crime Register No. 93 of 2025 registered with Kamothe Police Station, Navi Mumbai, for offences punishable under Sections 316(2) and 318(4) of the Bhartiya Nyaya Sanhita, 2023, the applicant shall be released on bail on furnishing a personal bond of Rs. 25,000 with one or more sureties in the like amount.

(c) The applicant shall attend the concerned police station as and when called by the Investigating Officer and shall cooperate with the investigation.

(d) The applicant shall not directly or indirectly induce, threaten, or promise any person acquainted with the facts of the case, nor shall he tamper with the prosecution evidence.

(e) The applicant shall inform the Investigating Officer about his residential address and mobile number, and shall not change the same without prior intimation.

(f) The applicant shall not leave India without prior permission of the trial Court.

17. Observations made in this order are confined to the consideration of pre-arrest bail and shall not influence the trial or other proceedings.

18. Hence, the application is disposed of .

(AMIT BORKAR, J.)