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

ANTICIPATORY BAIL APPLICATION NO. 2427 OF 2025

Mangesh Bharat Chogale	... Applicant
V/s.	
The State of Maharashtra	... Respondent

Mr. Gaurav Parkar, for the applicant.

Mr. Prasanna Malshe, APP for respondent – State.

Mr. S.S Kedar, API, Uran Police Station.

CORAM : AMIT BORKAR, J.

DATED : SEPTEMBER 22, 2025

P.C.:

1. This is an application for anticipatory bail filed under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (BNSS). The applicant seeks protection in connection with Crime Register No. 168 of 2025 registered with Uran Police Station for offences punishable under Sections 318(2), 316(2) and 351(2) of the Bharatiya Nyaya Sanhita (BNS).

2. The prosecution case, in short, is that in the year 2016 the informant purchased a Maruti Suzuki Swift Dzire motor vehicle bearing registration number MH 02 EH 3289. The vehicle was purchased for commercial use and operated under a valid T-permit. Later, the informant cancelled the permit and started using the vehicle for personal purposes. In the year 2023, the informant came in contact with the applicant. The applicant introduced

himself as a person engaged in the business of operating rental vehicles, mainly at JNPT, Uran, Navi Mumbai. The applicant proposed that if the informant allowed him to use his vehicle for rental purposes, he would pay Rs. 25,000 per month and would also bear expenses towards fuel and driver. Believing these representations, the informant agreed to the proposal. On 30 September 2023, the informant and the applicant executed a notarised agreement for 11 months setting out the terms and conditions. The vehicle was handed over to the applicant.

3. Thereafter, the informant informed his sister about the arrangement. On the same assurances, his sister also handed over her husband's car to the applicant, expecting Rs. 25,000 per month towards rent. The applicant, however, failed to pay the agreed monthly rent. Despite repeated oral and telephonic demands, he did not make regular payments. After much persuasion, the applicant paid only Rs. 1,50,000 to the informant, which was part-payment and did not clear the dues as per the agreement. When the informant demanded return of his vehicle, the applicant allegedly threatened him with dire consequences. This caused fear in the mind of the informant. The applicant also failed to pay rent to the informant's sister in terms of her arrangement. It is alleged that, in this manner, the applicant cheated the informant of about Rs. 40,00,000 and his sister of about Rs. 6,00,000, thereby causing wrongful loss to them and unlawful gain to himself. On these allegations, the informant lodged the present FIR with Uran Police Station.

4. The learned Advocate for the applicant submitted that the dispute is of a commercial nature arising out of an agreement. There was no fraudulent intention at the inception of the transaction. He submitted an undertaking that within four weeks he will return the vehicles to the informant. The applicant was protected by an interim order dated 10 September 2025. He prayed for continuation of the same protection.

5. The learned APP opposed the application. He submitted that the allegations are serious in nature and, therefore, the application should be rejected.

6. I have considered the rival submissions. The allegations against the applicant mainly arise out of a commercial agreement between the parties. The vehicles were handed over to the applicant under a notarised agreement. The grievance of the informant is essentially about non-payment of agreed rent and failure to return the vehicles on time. The element of criminal intent at the inception of the transaction is not prima facie established.

7. The applicant has already given an undertaking before this Court to return the vehicles within four weeks. He was also protected by an interim order since 10 September 2025, and there is no complaint of misuse of liberty during this period.

8. The matter appears to be predominantly of civil nature. The custodial interrogation of the applicant is not necessary. His presence can be secured during investigation and trial by imposing suitable conditions.

9. In the circumstances, the applicant deserves protection by way of anticipatory bail.

10. Accordingly, the following order is passed:

a) In the event of arrest of the applicant, namely, Mangesh Bharat Chogale, he shall be released on furnishing a personal bond of Rs. 15,000/- (Rupees Fifteen Thousand only) with one surety of the like amount. He shall also affix his recent self-attested photograph on the bond to the satisfaction of the investigating officer.

(b) The applicant shall extend full cooperation to the investigating officer and shall remain present for interrogation as and when required.

(c) The applicant shall not, either directly or indirectly, make any inducement, threat, or promise to any person acquainted with the facts of the case. He shall not attempt to dissuade any witness from disclosing such facts either to the police or to the Court.

(d) The applicant shall not obstruct or hamper the ongoing police investigation. He shall not tamper with the evidence already collected or that which may be collected during the course of investigation.

(e) At the time of execution of the bond, the applicant shall furnish his residential address and

mobile number to the investigating officer as well as the concerned Court. He shall not change his residence during the pendency of the proceedings without prior intimation to the investigating officer and the Court.

11. Application stands disposed of.

(AMIT BORKAR, J.)