

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

ANTICIPATORY BAIL APPLICATION NO. 153 OF 2026

RAJABHAU SOPAN KANDE

VERSUS

THE STATE OF MAHARASHTRA AND ANOTHER

WITH

ANTICIPATORY BAIL APPLICATION NO. 154 OF 2026

SANTOSH MANOHAR TIDKE

VERSUS

THE STATE OF MAHARASHTRA AND ANOTHER

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ANTICIPATORY BAIL APPLICATION NO. 155 OF 2026

SIDHESHWAR SHIVAJI LAD

VERSUS

THE STATE OF MAHARASHTRA AND ANOTHER

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ANTICIPATORY BAIL APPLICATION NO. 157 OF 2026

RAVI MANIK NAGARGOJE

VERSUS

THE STATE OF MAHARASHTRA AND ANOTHER

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Advocate for Applicants : Mr. Vaibhav Halake a/w
Mr. Sairaj Suryawanshi a/w Mr. Satyvratt Joshi a/w Mr. Yash a/w Mr. Vikas

Advocate for Respondent No.3 : Mr. S.M. Patil a/w
Mr. S.N. Kunkekar and Mr. R.R. Nirmale

APP for Respondents/State in ABA-153/2026 : Dr. Ashvini A. Takalkar
APP for Respondents/State in ABA-154/2026 : Mr. S.V. Gavand
APP for Respondents/State in ABA-155/2026 : Mrs. S. N. Deshmukh
APP for Respondents/State in ABA-157/2026 : Mr. Anand S. Salgaonkar

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CORAM : MEHROZ K. PATHAN, J.

DATE : 17th JUNE 2026

PER COURT :

1. Heard the learned Counsel for the Applicants and the learned APP for the State.

2. The Applicants have approached this Court, seeking anticipatory bail in connection with Crime No.559/2023 registered with Shahupuri Police Station, District Kolhapur for the offences punishable under Sections 420, 406, 34 of the Indian Penal Code, 1860.

3. The case of the prosecution is that the Informant is working as a Supervisor in Chhatrapati Rajaram Sugarcane Factory, Kasba Bawada, Kolhapur, and the Applicants were engaged as labour contractors (Magdum) from the year 2017 onwards. From 2017 to 2020, the Applicants worked as labour contractors without receiving any advance payment and thereby obtained the trust of the Complainant/Sugar Factory. In the year 2021–2022, during the harvesting period, the Sugar Factory was in need of labour and vehicles for cutting and harvesting sugarcane. All the Applicants, who had earlier worked as labour contractors, were given advance amounts, and an agreement was executed with them for providing labour, transportation, and necessary logistics during the harvesting period. The Complainant further submits that, despite accepting a huge advance amount from the Complainant, the Applicants failed to

perform their contractual obligations by not providing the required labour for sugarcane cutting and the necessary logistics during the harvesting season of 2021–2022. Thus, the Complainant has prayed for appropriate action against the Applicants for cheating and misappropriation to the tune of Rs. 1,12,62,500/-, resulting in registration of F.I.R.

4. The learned Counsel for the Applicants submits that the Applicants have been falsely implicated in the present crime. A mere breach of agreement would not amount to cheating. The learned Counsel further submits that the Complainant has already initiated proceedings under Section 138 of the Negotiable Instruments Act against the Applicants for dishonour of cheques of the like amount. At the time of execution of the agreement, the Complainant/Sugar Factory created a charge/encumbrance on the landed properties belonging to the Applicants by making necessary communications to the Revenue Officer. The 7/12 extract and Form No. 6 of the Applicants' landed properties show the charge created in favour of the Sugar Factory, which continues to subsist. Thus, the amount allegedly advanced for providing labour stands secured. The cheques issued by the Applicants by way of security were dishonoured, and therefore proceedings under Section 138 of the Negotiable Instruments Act are also being pursued by the Complainant against the four Applicants. The civil dispute has been given a criminal colour only with the intention to wreak vengeance and falsely implicate the Applicants in order to recover the amounts illegally. The

Applicants are not having any criminal antecedents and are ready to abide by any conditions that may be imposed by this Court. Hence the Applicant may be protected.

5. As against this, the learned APP as well as the learned Counsel for the Complainant strongly oppose the present application on the ground that the Applicants have cheated the Complainant/Sugar Factory. It is submitted that there was no intention on the part of the Applicants to perform their contractual obligations, and by applying deceitful means, they obtained a huge advantage from the Sugar Factory and thereafter failed to provide labour for sugarcane cutting during the harvesting period of 2021–2022, thereby resulting in huge losses to the Complainant/Sugar Factory. The Applicants had initially gained the trust of the Sugar Factory and have systematically cheated the Complainant of an amount of approximately Rs. 1.2 Crores. The custodial interrogation of the Applicants is therefore necessary to unearth the entire conspiracy behind the crime committed by them. It is further submitted that the amounts obtained by the Applicants through cheating are yet to be recovered, and hence this is not a fit case for releasing the Applicants on anticipatory bail.

6. I have gone through the investigation papers made available by the learned APP. The perusal of the record shows that the Complainant/Sugar Factory has already initiated proceedings under Section 138 of the Negotiable Instruments Act in respect of the

cheques issued by the Applicants by way of security to the Sugar Factory. The record further shows that, in lieu of the amounts advanced to the Applicants under the agreement for providing labour during the sugarcane cutting season of 2021–2022, the transaction was also secured by creating a charge and making necessary entries in the 7/12 extract and Form No.6 of landed properties belonging to Applicants. The learned APP, upon instructions, submits that notices under Section 41 of the Bharatiya Nyaya Suraksha Sanhita (BNSS) were issued to the Applicants; however, the same were refused to be accepted by them.

. Issuance of a notice under Section 41 of the BNSS by the prosecution shows that, since the offence is punishable with imprisonment below seven years and other remedies are already being pursued by the Applicants, the custodial interrogation of the Applicants does not appear to be necessary. The apprehension of the learned APP as well as the learned Counsel for the Complainant can be taken care of by further imposing stringent conditions upon the Applicant. Hence the following order :

ORDER

(i) In the event of arrest of the Applicants - Rajabhau Sopan Kande; Santosh Manohar Tidke; Sidheshwar Shivaji Lad And Ravi Manik Nagargoje in connection with Crime No.559/2023 registered with Shahupuri Police Station, District Kolhapur for the offences punishable under Sections 420, 406, 34 of the Indian Penal Code, 1860, they be released on bail on furnishing P.R. bond of Rs.50,000/- (Rupees Fifty Thousand) each with two solvent sureties in the like

amount, on the following conditions :

- (a) The Applicants shall attend Shahupuri Police Station, District Kolhapur, on every Friday and Saturday between 11:00 a.m. and 01:00 p.m. till filing of the charge-sheet and thereafter as and when called by the Investigating Officer.
 - (b) The Applicants shall not tamper with the prosecution evidence and shall not influence the witnesses.
 - (c) The Applicants shall submit their Aadhar and PAN Cards to the Investigating Officer and detailed addresses and phone numbers of themselves and two of the near relatives.
 - (d) A single violation of the conditions would entitle the prosecution to seek cancellation of the bail of the Applicant.
- (ii) The applications are allowed in the above terms and stands disposed of.

MEHROZ K. PATHAN
JUDGE