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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

BAIL APPLICATION NO. 3207 OF 2026

1. Dnyandeo Terajo Wagh
2. Jagannath Revannath Jaybhaye .. Applicants

Versus

The State of Maharashtra .. Respondent

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- Mr. Abhaysinh Bhosle a/w Mr. Krishna Rodge, Ms. Sayee Sawant & Mr. Shardul Shende, Advocates for Applicants
- Mr. Yogesh M. Nakhwa, APP for State
- Mr. Rohan Hogle, Advocate for Intervenor / Complainant
- API Gharte, Alefata Police Station

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CORAM : MILIND N. JADHAV, J.

DATE : OCTOBER 7, 2026

P. C.:

1. Heard Mr. Bhosle, learned Advocate for Applicants; Mr. Nakhwa, learned APP for State and Mr. Hogle, learned Advocate for Intervenor / Complainant.

2. This is an Application under Section 483 of Bharatiya Nagarik Suraksha Sanhita, 2023 seeking Bail in connection with C.R. No. 130 of 2026 registered with Alefata Police Station, Taluka Junnar, District Pune for the offences punishable under Sections 3(5), 316 and 318 of the Bharatiya Nyaya Sanhita, 2023 (for short "**BNS**").

3. Mr. Bhosle would submit that the reconciliation exercise with regard to the receipts and the proceedings and the issue between the

parties has been undertaken by the parties and an amount of Rs. 73,00,000/- is outstanding. He would submit that to show the *bona fides* of the Applicant, an amount of Rs. 25,00,000/- is desired to be paid forthwith to the Complainant. If that is the case, I direct both the Applicants to show their *bona fides* straightaway. Applicants have also persuaded the Court that they shall pay the balance amount to the Complainant within a period of 10 months from today in four installments of Rs. 10,00,000/- each and one installment of Rs. 8,00,000/-.

4. Though this Court is completely conscious of the fact that bail orders should not be granted on the basis of conditions to be imposed for payment, this is a case where this order is being passed pursuant to a detailed exercise undertaken by both the parties with regard to the dispute between them. The dispute pertains to the charges in respect of sugarcane cutting and harvesting which had been undertaken by the contractor through its employees and to the extent of which the said contract had been complied with.

5. Since the Complainant alleged that substantial amounts were admittedly received on the basis of the contract, bills, invoices and running bills issued for the work done, both the parties on the previous occasion were directed by the Court to undertake the exercise of reconciliation. It is only after such exercise having been

demonstrated, the aforesaid amount of Rs. 73,00,000 has been found to be payable. Relegating the parties to a civil course of action would not be in the interest of justice. Insofar as the element of cheating is concerned, the Applicants before me have duly acknowledged the fact of the outstanding amounts. Once that is the position, I am compelled to consider the case of the Applicants for bail on the basis of the assurance given by the Applicants. In that view of the matter, the schedule of payment which is signed by the Advocate for Applicants on taking instructions from the Applicants' relatives dated 07.10.2026 is taken on record and marked 'X' for identification.

6. Considering the peculiar facts and circumstances in the present case, I am inclined to accept the case of the Applicants for bail on the assurance given on behalf of the Applicants. Needless to state that if there is any default, it shall be open to the prosecution as well as to the Complainant to seek cancellation of this order in accordance with law.

7. In view of the above, I am inclined to allow the present Application. Needless to state that the Complainant will only be entitled to the amounts to which he is entitled to whereas all other victims / persons who are entitled to the remaining amounts, it shall be the duty of the Complainant to see to it that they are paid those amounts and if there is any ambiguity about that, the Applicants shall

not be held responsible for the same. Hence, both the Applicants are released on bail on the following terms and conditions:-

(i) Applicants are directed to be immediately released on bail from prison in connection with C.R. No. 130 of 2026;

(ii) Applicants are directed to be released on bail on furnishing P.R. Bond of Rs. 15,000/- (Rs. Fifteen Thousand only) with one or two sureties in the like amount;

(iii) Applicants shall report to the Investigating Officer at Alefata Police Station, once every month on the first Sunday of the month between 10:00 a.m. to 12:00 p.m.;

(iv) Applicants shall co-operate with the conduct of trial and attend the Trial Court on all dates, unless specifically exempted and will not take any unnecessary adjournments, if they do so it will entitle the prosecution to apply for revocation of this order;

(v) Applicants shall not leave the State of Maharashtra without prior permission of the Trial Court;

(vi) Applicants shall not influence any of the witnesses or tamper with the evidence in any manner;

(vii) Applicants shall keep the Investigating Officer informed of his current address and mobile contact number and / or change of residence or mobile details, if any, from time to time, as applicable; and

(viii) Any infraction of the conditions shall entail cancellation of bail granted to the Applicants.

8. Needless to state that the above observations will not come in the way of trial as they are *prima facie* in nature based on the submissions made and the material placed before this Court.

9. Bail Application is allowed and disposed of in the above terms.

[MILIND N. JADHAV, J.]

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RAVINDRA MOHAN AMBERKAR

Digitally signed by RAVINDRA MOHAN AMBERKAR
Date: 2026.10.07 19:38:00 +0530