IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.1475 OF 2025

Dipak Bhimrao Baravkar …Applicant
Versus
State of Maharashtra & Anr. …Respondents

Mr. Manoj Dond (Through Video Conferencing), for the Applicant.
Ms. R. V. Newton, APP, for the Respondent-State.

CORAM: MADHAV J. JAMDAR, J.
DATED: 19 JANUARY 2026

PC:-

1. Heard Mr. Dond, learned Counsel for the Applicant and Ms. Newton, learned APP for the Respondent-State.

2. By the present Application filed under Section 482 of the *Bharatiya Nagarik Suraksha Sanhita, 2023*, the Applicant is seeking pre-arrest bail in connection with CR No.278 of 2025 registered on 26th April 2025 with the Shirur Police Station, Pune Rural, for the offences punishable under Sections 316(2), 352, 351(3) and 3(5) of the *Bharatiya Nyaya Sanhita, 2023* ("**BNS**").

3. It is the submission Mr. Dond, learned Counsel of the Applicant that, as noted in the Order dated 26th June 2025, the Applicant has intention to return a sum of Rs.12,00,000/- along with the accrued bank interest, however, as the Applicant is in financial difficulty the same could not be done. He submits that the Applicant is not involved in the crime and has not committed any offense.

4. On the other hand, Ms. Newton, learned APP, strongly opposes the Anticipatory Bail Application. She submits that apart from the subject offense, the Applicant is involved in about 8 offenses of similar nature, where the Applicant has cheated various persons. However, Mr. Dond, learned Counsel for the Applicant submits that there are only 5 antecedents against the Applicant and not 8 antecedents as claimed by the learned APP.

5. Prosecution case is set out in Paragraph No.3 of the Order dated 17th May 2025 passed by learned Additional Sessions Judge, Pune in Criminal Bail Application No.2847 of 2025, which reads as under:

> "*3. It is the story of the State that the informant by name Rajendra Ashok Barguje was doing the business of purchasing and selling the old vehicles in the name and styled as "Payal Service Center". The applicant/accused No. 1 was also doing the same business in the name and styled as "Vedant Motors". The informant was knowing the applicant/accused No. 1.* ***On 25/09/2023 the applicant/ accused No. 1 came to the informant and stated him that***

one Kisan Jaywant Narawade had to purchase the truck bearing No. MH16 CC 1512. The Cholamandalam Finance Company sanctioned the loan of Rs. 15,00,000/- on that truck. But, the R.C. limit of applicant/accused No. 1 was closed. Hence, the applicant/accused No. 1 requested the informant to receive the said loan on his account and send it in the name of his wife i.e. applicant/accused No. 2 in the account of his firm Vedant Motors by showing that the informant was himself selling the said truck. The said loan was already sanctioned to Kisan Narawade. Hence, the informant accepted the amount of Rs. 15,00,000/- disbursed by Cholamandalam Finance Company. Thereafter, the informant transferred Rs. 13,00,000/- by bank transfer on the account of applicant/accused No. 2. The amount of Rs. 2,00,000/- was paid by cash. However, the applicant/accused No. 1 did not pay the amount of loan to Kisan Narawade. Therefore, the deal of purchasing the truck was cancelled. Hence, Kisan Narawade asked the informant to pay the said amount of Rs. 15,00,000/- to him. But the applicant/accused No. 1 did not pay the same. The applicant/accused No. 1 issued the cheques to the informant. But those cheques were dishonoured in the bank. The informant had taken the loan of Rs. 15,00,000/- from the TATA Capital Ltd. and repaid the entire amount to Kisan Narawade. As the cheques given by the applicant/accused No. 1 were dishonoured by the bank, the applicant/accused No. 1 filed the complaint under the Negotiable Instrument Act against applicant/accused No. 2. When the informant asked both the applicant/accused about the payment of his

> *money, they abused the informant and threatened that they would make the complaint under the Money Lending Act against the informant. Therefore, the informant lodged the F.I.R. against the accused.*"

6. A perusal of the prosecution case *prima facie* shows that the Applicant is involved in very serious crime and systematically cheated the First Informant.

7. In fact, the transaction which is the subject matter of the FIR has taken place between September 2023 till February 2024. Thereafter, an agreement was executed on 8th August 2024 between the First Informant and the accused. The relevant portion of the same reads as under (Pages 48 & 49):

(48)

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लिहुन घेणार :— सौ. निकिता राजेंद्र बारगुजे
श्री. राजेंद्र अशोक बारगुजे
दोघे रा. बाबुरावनगर, शिरुर, ता. शिरुर, जि.पुणे.

कारणे समजुतीचा करारनामा लिहुन देणार सौ. सारीका दिपक बारवकर व दिपक भिमराव बारवकर मी श्री. किसन जयवंत नरवडे गाडी नं. एम.एच. १६ सी.सी. ५२१५ या गाडीच्या लोन संदर्भात चोला मंडलम फायनांन्स यांचेकडे माझी फर्म वेदांत मोटर्स तर्फे फाईल दिली होती. परंतु माझे आर.सी. लिमिट बंद असल्यामुळे सदरचे लोनची रक्कम रु. १५,००,०००/— मी लिहुन घेणार यांना विनंती करुन त्यांचे पायल सर्व्हीस सेंटर या खात्यावर पेमेंट घेवुन माझे वेदांत मोटर्स या खात्यावर पाठविण्यास सांगीतले. परंतु माझ्याकडुन वैयक्तीक कारणासाठी ते पेमेंट वापरले गेले. मी लिहुन घेणार यांचेकडुन दि. ४/१०/२०२३ ते १८/१०/२०२३ या दरम्यान रक्कम रु. १३,००,०००/—. माझी फर्म वेदांत मोटर्स या नावाने खात्यावरती जमा करुन घेतले. ते पेमेंट मी किसन जयवंत नरवडे यांना न देता माझेकडुन वैयक्तीक कारणासाठी वापरले गेले. सदरचे पेमेंट हे पुढील फौजदारी कारवाई होवु नये म्हणुन आम्ही आमचे दोघामध्ये दोन साक्षीदारांच्या समक्ष समझोता होवुन रक्कम रु. १३,००,०००/— व चोला मंडलम फायनान्स कंपनीच्या व्याज दराप्रमाणे लिहुन घेणार यांना देण्याचे ठरविले असुन लिहुन घेणार यांनी चोला मंडलम फायनांन्सचे पुर्ण पेमेंट भरलेले असुन आमच्यात साक्षीदारांच्यासमोर ठरलेप्रमाणे आज दिनांक ०८/०८/२०२४ रोजी रक्कम रु. १,००,०००/— व दि. १०/१०/२०२४ रोजी रक्कम रु. ५,५०,०००/— व उरलेली रक्कम रुपये ६,५०,०००/— व त्याचे चोला मंडलम फायनांन्स कंपनीचे व्याज दरानुसार जी होईल ती रक्कम दि. १०/१२/२०२४ या तारखेपर्यंत खालील साक्षादारांचे समोर देण्याचे ठरले आहे. तसेच कुठल्याही अमीशाला, कुठलीही नशापानी न करता समजुन उमजुन व्यवहार पुर्ण करण्याचे ठरले आहे.

तसेच या संदर्भात लिहुन घेणार यांना लिहुन देणार यांनी एच.डी. एफ.सी. बँकेचे दोन चेक क्र. ०००१७२ व ०००१७४ प्रत्येकी रक्कम रु. ६,५०,०००/— चे दिलेले आहेत ते लिहुन देणार यांना मान्य आहेत. वर नमुद केलेले चेक हे चेक आय.पी.सी. कलम १३८ (निगोशिएबल इन्स्ट्रुमेंट) बाबत न्यायालयीन प्रक्रियेत आहेत.

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वरिल प्रमाणे व्यवहार वेळेत पुर्ण झालेस न्यायालयीन प्रक्रियेची कारवाई लिहुन घेणार हे मागे घेणार आहेत. अशवा पुर्ण न झालेस लिहुन देणार यांचेवर फौजदारी व न्यायालयीन कारवाई करण्यात येईल.

तसेच लिहुन देणार यांनी श्री. प्रशांत पांडुरंग भुजवळ यांचे नांवे कोणता फायनान्सचे रक्कम रु. १,७४,९४९/— लोन करुन ते पेमेंट गाडी विक्रेता श्री. सुरेश बबन शिंदे यांचे खातेवर पाठविले. परंतु १ सप्टेंबर २०२३ पासुन आज पर्यंत लिहुन देणार यांनी या गाडीचे आर. सी. बुक व इन्शुरंन्स कोणता फायनान्स यांना न दिलेमुळे लिहुन घेणार यांचे पायल सर्व्हीस सेंटरचे आर.सी. लिमिटे कंपनीने बंद केलेले आहे. त्यामुळे पुढील १० दिवसांमध्ये सदर गाडीचे पेपर लिहुन देणार यांनी श्री. प्रशांत पांडुरंग भुजवळ यांचे नांवे खालील साक्षीदारासमक्ष करुन देण्याचे ठरविले आहे.

S. Barvkar.
१) सौ. सारीका दिपक वारवकर

साक्षीदार

१) सही
श्री. नितीन वारवकर
रा. शिरुर, ता. शिरुर,जि.पुणे

२) श्री. दिपक भिमराव वारवकर
लिहुन देणार

२) सही
श्री. सुरेश किसन घावटे
रा.पापाणमळा, ता. शिरुर
जि. पुणे.

NRB.
१) सौ. निकिता राजेंद्र वारगुजे.

Borguje R.A.
२) श्री. राजेंद्र अशोक वारगुजे
लिहुन घेणार

BEFORE ME
Adv. Vilas Piraji Jadhav
NOTARY
GOVERNMENT OF INDIA
SHIRUR, PUNE MAHARASHTRA

NOTARY
ADV. VILAS PIRAJI JADHAV
SHIRUR, DIST. PUNE
REGD. NO. 16124
EXP. DATE 09/01/2025
GOVERNMENT OF INDIA

Noted & Registered
At.Sr.No. 3766/2024
Adv. Vilas Piraji Jadhav
B.Com., LL.B. NOTARY
Hrushikesh Bungalow, Sainik Soc
Shirur, Pune - 412210
Mob. 9822080238

06 SEP 2024

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(Emphasis added)

8. English translation of the same is set out herein:-

> ***Sau. Sarika Deepak Baravkar and Deepak Bhimrao Baravkar give a Memorandum of Understanding in writing, for the below-mentioned reasons. We had given a file on behalf of our Firm viz. Vedant Motors to Cholamandalam Finance Company regarding the loan for the vehicle No. MH16 CC 5215 of Shri Kisan Jayawant Narwade (?). However, as our RC Limit was closed, we requested the Party taking in writing and took the payment of the said loan amount of Rs.15,00,000/- on their account standing in the name of their Payal Service Centre and requested them to transfer the said amount to the account of our Firm viz. Vedant Motors. However, we utilized the said amount for our personal requirements. During the period from the date 04.10.2023 to 18.10.2023, we got transferred the amount of Rs.13,00,000/- to our account standing in the name of our Firm Vedant Motors from the account of Party Taking in writing. However, we did not handover the said amount to Kisan Jaywant Narwade and utilised the said amount for personal requirements instead.*** *Therefore, in order that further Crimi-*

nal Proceeding is not initiated, we, both the Parties arrived at settlement between ourselves in the presence of two Witnesses and decided to give the amount of Rs.13,00,000/- of the said payment to the Party taking in writing at the rate of interest fixed by Cholamandalam Finance Company. The Party taking in writing has made full payment to Cholamandalam Finance Company and as per the settlement arrived at between ourselves in the presence of the below-named Witnesses, it is decided to give an amount of Rs.1,00,000/- today on the date 08.08.2024, the amount of Rs.5,50,000/- on the date 10.10.2024 and the balance amount of Rs.6,50,000/- together with the amount which would be calculated at the rate of interest fixed by Cholamandalam Finance Company by the date 10.12.2024. Moreover, without falling prey to any inducement, without consuming any intoxicant and with mutual understanding, we have decided to complete the above mentioned transaction.

Moreover, in this regard the Party giving in writing has given to the Party taking in writing, two Cheques bearing Nos. 000172 and 000174 for an amount of

Rs.6,50,000/- each, drawn on HDFC Bank, and the Party taking in writing has accepted the same. However, the case in respect of both the above mentioned Cheques, under section 138 of the Negotiable Instruments Act (Indian Penal Code) is pending before the Court.

If the above mentioned transaction is completed within the prescribed time limit then, the Party taking in writing shall withdraw the Court Proceeding or else, if the transaction is not completed then, Criminal and Court Proceeding shall be initiated against the Party giving in writing. Further, the Party giving in writing availed loan of an amount of Rs.1,74,949/- from Kogta Finance in the name of Shri Prashant Pandurang Bhujbal and transferred the said amount of payment to the account of Shri Suresh Baban Shinde, Seller of the Vehicle. However, from the date 01st September, 2023 till today, as the Party giving in writing has not given the documents viz. RC Book and Insurance Papers of the said vehicle to Kogta Finance, the Company has closed the RC Limit of the Firm viz. Payal Service Centre of the Party taking in writing and therefore, the Party giving in writing has decided in the

> *presence of the below named Witnesses to transfer the documents of the said vehicle to the name of Shri Prashant Pandurang Bhujbal within further 10 days.*

9. Thereafter, the offense has been registered on 26th April 2025, as payment as assured has not been done.

10. The FIR and the above documents clearly show that the Applicant/Accused has cheated the First Informant for an amount of about Rs.15,00,000/-.

11. *Prima facie*, perusal of the record shows that the Applicant is involved in a very serious crime and that the Applicant is a habitual offender. There are at least 5 criminal cases of similar nature, where he has cheated various other persons. The offense is very serious.

12. A learned Single Judge (Coram: R. N. Laddha J.) has passed following Order on 26th June 2025:

> "*The learned Counsel for the applicant submits that, in order to demonstrate his bonafides, **the applicant is ready and willing to return a sum of Rs. 12 Lakhs, along with the bank interest accrued thereon, to the first***

> ***informant within a period of four weeks from today.***
>
> *2. The learned APP, on instructions from the Investigating Officer present in the Court, informs that, except for the recovery of the alleged amount, investigation stands concluded.*
>
> *3. There shall not be any coercive action against the applicant in the present crime till the next date.*
>
> *4. By consent, stand over to 25th July 2025.*"

(Emphasis added)

13. Admittedly, the amount mentioned in the above Order is not paid. Thus, it is clear that the Applicant has obtained interim protection from a learned Single Judge by totally misrepresenting the Court.

14. In any case the offence is very serious and requires custodial interrogation.

15. Therefore, in the facts and circumstances, no case is made for grant of Anticipatory Bail.

16. Accordingly, the Anticipatory Bail Application is dismissed.

[MADHAV J. JAMDAR, J.]