MHST010009692026

IN THE COURT OF ADDITIONAL SESSIONS JUDGE, SAMARA

Criminal Bail Application No.207 of 2026

Haridas Shrirang Chaure ..Applicant

V/s.

State of Maharashtra ..Respondent

Mr. A. R. Ghadge, Advocate for the applicant.
Ms.G.M. Lakade, Additional P. P. for the State.

Coram: Mr. S. R. Tamboli,
The Addl. Sessions Judge, Satara,

:: ORDER BELOW EXH.1 ::

In the instant application, applicant has prayed for anticipatory bail as per Section 482 of the B.N.S.S.

2. In short, the case of the prosecution, as per the FIR, is that the informant is running a firm namely Ramay Packing Work at MIDC, Satara. Through the said firm, he intended to start a new business of manufacturing cardboard boxes and, therefore, was searching for machinery in June 2025. During that period, he came into contact with Accused No. 1, Haridas Shrirang Chaure, who represented that he could supply machines from Sunlight Export Inc., Punjab, along with installation and one-year maintenance service. He further informed that he had provided similar services to Vinay Packing, Karad, which the informant verified. Thereafter, the informant, along with his father, met Accused No. 1 at Ramay Packing Work

Firm. Accused No. 1 arranged a video call with Accused No. 2, Kawaljeetsingh Amarjitsingh Virdi, who displayed his machinery manufacturing unit. Relying upon the said representations, the informant placed an order for 12 machines with Accused No. 1 for a basic price of Rs.29,00,000/-, plus 18% GST and transport charges, totaling Rs.36,00,000/-. The said transaction was also communicated to Accused No. 2, Kawaljeetsingh, and Accused No. 3, Rajindarsingh Jaspalsingh Virdi. Accordingly, a notarized agreement dated 09/07/2025 was executed in the presence of witnesses, wherein the accused persons promised to supply the machines within 50 to 60 days. In pursuance of the said agreement, the informant transferred Rs.5,00,000/- by RTGS on 18/07/2025 to the company's account. Thereafter, the informant obtained a business loan from a bank and transferred Rs.10,00,000/- on 20/09/2025 and Rs.10,00,000/- on 25/09/2025 to the said account. However, the accused failed to supply the machines within the stipulated period of 60 days. Subsequently, the informant's father visited the company, where Accused No. 2 showed partially completed machines. At that time, the informant and his father decided to cancel the order of one machine costing Rs.8,00,000/-. Accused No. 2 then assured that the remaining 11 machines would be delivered within 4 to 5 days. On 17/10/2025, Accused No. 2 sent photographs of the machines to the informant and demanded an amount of Rs.3,18,000/-, which the informant transferred. On 26/10/2025, Accused No. 2 informed the informant that the machines were being loaded for transport and demanded Rs.25,000/- towards transportation, which was also paid. However, thereafter, the accused failed to deliver the machines. When the informant's relative, Sameer Patil, contacted Accused No. 2 on 26/12/2025, he allegedly issued threats of suicide.

Despite repeated demands, neither were the machines delivered nor was the amount refunded. Thus, the informant alleges that he has been cheated of Rs.28,43,000/-.

3. In the backdrop of these facts, Mr. A. R. Ghadge, learned counsel for the applicant, submitted that the applicant has not received any money. The allegations are against co-accused Kawaljeetsingh and Rajindarsingh, who have received the amount. The Investigating Officer issued notice under Section 35(3) of the B.N.S.S. against co accused and filed a charge-sheet against them. The Investigating Officer had also issued notice to the applicant. However, the applicant was not present at his house. The custodial interrogation of the applicant is not necessary. The applicant is ready to co-operate with the investigation. Applicant has co-operated in the investigation. He has not misused the ad-interim protection granted by this Court. He is only the mediator. Nothing is to be recovered from him. He is having permanent residence. Hence, he prayed that anticipatory bail be granted to the applicant.

4. Per contra, Ms. G. M. Lakade, learned Additional Public Prosecutor for the State, submitted that the offence is serious in nature. At the instance of the present applicant, the first informant transferred money to the bank accounts of the co-accused. According to her, the applicant had an intention to deceive the informant right from the inception. He is the mastermind behind the crime. When the police issued notice to the applicant, his son informed them that the applicant had gone to Punjab, where the co-accused were residing. An amount of Rs.15,000/- was transferred to the bank account of the applicant. Neither the machine nor the money has been returned

to the informant. The applicant may abscond and may also repeat similar offences. He has not cooperated with the investigation. Hence, she prayed for rejection of the application.

5. Smt. V. M. Jadhav, learned counsel for the informant, reiterated the contents of the FIR and submitted that, at the instance of the applicant, the informant transferred an amount of Rs.28,43,000/-. However, the accused neither supplied the machine nor refunded the amount. The applicant is aware of the whereabouts of the absconding accused. The informant had obtained loans and paid the aforesaid amount. The applicant is the mastermind behind the crime. She adopted the arguments advanced by the learned Additional Public Prosecutor and prayed for dismissal of the application.

6. The FIR does not disclose that the informant transferred any amount directly to the bank account of the applicant. It reveals that the applicant introduced the informant to Co-accused Nos. 2 and 3. It further shows that a notarized agreement was executed between the informant and Co-accused Nos. 2 and 3 for the supply of the machine. The father of the informant visited the factory of the co-accused and subsequently cancelled the order for the one machine. This indicates that there was a contractual arrangement for the supply of goods.

7. The FIR does not prima facie indicate that the applicant had any intention, from the inception, to cheat the informant or his father. The charge-sheet has already been filed against the co-accused. It further appears that the Investigating Officer issued a notice to Co-accused Kavaljitsing under Section 35(3) of the BNSS. Kavaljitsing is one of the signatories to the

notarized agreement, and it appears that the amount was transferred to his account. Despite this, the Investigating Officer did not seek his custodial interrogation.

8. It is also evident that the Investigating Officer issued a notice to the applicant under Section 179 of the BNSS, thereby treating him as a witness during the course of the investigation. The Investigating Officer was fully aware of the allegations contained in the FIR and yet chose to cite the applicant as a witness. Therefore, there appears to be no justification for the arrest of the applicant.

9. The applicant appears to have acted only as a mediator in the transaction. The investigation can be completed effectively without his arrest. There is no material to indicate that the applicant is likely to abscond, as he has a permanent place of residence. The alleged offences are not punishable with imprisonment exceeding seven years. The apprehension of tampering with evidence can be adequately addressed by imposing stringent conditions. Hence, I am inclined to grant anticipatory bail to the applicant. In the result, I pass the following order:

ORDER

1. The application is allowed.
2. In the event of arrest, the applicant Haridas Shrirang Chaure, shall be released on bail in connection with Satara City Police Station C.R. No.93/2026, on furnishing a P.R. bond and one or more sureties in the sum of Rs.50,000/-, subject to the following conditions:

(a) The applicant shall not directly or indirectly pressurize the witnesses and shall not tamper with the prosecution evidence.

(b) The applicant shall attend the concerned Police Station as and when called by the Investigating Officer.

(c) The applicant and his sureties shall furnish their addresses and mobile numbers and shall not change their residence without prior intimation to the Investigating Officer.

3. Issue intimation to the concerned Police Station.

SARDAR RAJEKHAN TAMBOLI

Digitally signed by SARDAR RAJEKHAN TAMBOLI
Date: 2026.06.19 18:06:38 +0530

Date- 19/06/2026 (S.R.Tamboli)

2nd Additional Sessions Judge,
Satara.