

MHST010010552026



IN THE COURT OF ADDITIONAL SESSIONS JUDGE, SATARA
Criminal Bail Application No.257 of 2026

Shreeshail Yallappa Hosagoudra ..Applicants

V/s.

State of Maharashtra ..Respondent

Mr. A. R. Nikam, Advocate for the applicant.

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

:: ORDER BELOW EXH.4 ::

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

02. In the short, the case of the prosecution as per the F.I.R. is that in the year 2017, Vivek Phalke, an informant was doing the business of sand at Tambave, Taluka Karad, District Satara. At that time, Rhudaynath Sonawane helped him in taking the contract of sand. Due to that, friendly relations developed between them. In June 2018, he introduced Manohar Jadhav with him and assured to give the contract of sand in the State of Maharashtra and Karnataka. In January 2019, Rhudaynath Sonawane and Manohar Jadhav gave information to him about the contract of sand in the state of Maharashtra with Govind Pawar, Ramesh Rathod, and Shrisal and told him to invest the amount in the said contract. They took responsibility of the amount of the informant. They

repeatedly contacted him. In March 2019, they carried him to Mandagnur and Hansnal. They introduced informant to Govind Pawar, Ramesh Rathod, and Shrisal Gaud. Govind Pawar told that he had contract of the sand at Mandagnur and Hansnal. The informant went along with them in those villages. They told that those contract of sand were of Narayan Hadimani, and Shivanand Dandenar. Govind Pawar is running the contract of sand on their behalf. They told him to invest an amount. Rhudaynath, Manohar, Govind, Ramesh, and Shrisal informed him that the amount of Rs. 42 lakhs was required for taking two contracts of the sand. The informant was not having that much amount. Hence, he told this fact to Vinayak Bagal. Accordingly, a meeting took place with Rhudaynath and Manohar and Vinayak in his house. Rhudaynath and Manohar assured to give good returns on the investment of the amount of Rs. 42 lakhs. In March 2019, he gave a token amount of Rs. 1 lakh. All assured him that if the amount is not recovered within five years, they will return the amount. Accordingly, he transferred an amount of Rs. 15 lakhs in the bank account of Ramesh Rathod on various dates. For want of the remaining amount, they denied to execute the agreement. They denied to accept the remaining amount through online. He took an amount of Rs. 20 lakhs from Ganesh Bagal. On 06/06/2019, he went to Belagi along with Rhudaynath and Manohar and his friend Amol Jadhav and handed over an amount of Rs. 20 lakhs to all the accused. Amol Jadhav shot the video on his mobile. Rhudaynath and Manohar took an amount of Rs. 1 lakh from him from time to time for the contract of sand. Accused Govind informed him that the Pokland machine was not available in Karnataka. Hence, at his instance, he made the arrangement of the Pokland and paid a rent of Rs. 4 lakhs. Rhudaynath and Manohar took an amount of Rs.

30,000/- from Vinayak Bagal on various dates. In July 2019, Rhudaynath and Manohar went to village Hansnal along with him. At that time, Govind, Ramesh, and Shrisal introduced Prabhu Chavan and informed that Prabhu Chavan will help for the contract of sand. They took an amount of Rs. 50,000/- under the pretext of royalty and sent him to his village, on the ground that the sale of sand stopped on account of rain. In April 2020 to June 2020, Govind, Ramesh, Shrisal, Rhudaynath, and Manohar conspired with intent to cheat him and sold the sand without giving any account to him. On inquiry, all accused told that the amount was spent on the royalty. The informant went again to village Hansnal. At that time, he made expenses of Rs. 40,000/- on machines at the instance of Govind. Thereafter, they made a deposit of the 1,700 dumpers of sand. On account of work, the informant returned to the village. At that time, all accused sold the sand. On inquiry, the accused gave evasive answers. Thereafter, he, along with his father met all the accused and gave repeated phone calls for the returning of the amount of Rs. 42,20,000/-. They informed that the contract of sand was for five years. They will return the amount from the profit. In May 2022, he made expenses and removed sand of 100 dumpers and 500 tractor trolleys and stored it. Accused Govind took an amount of Rs. 1,00,000/- from him for washing the sand and other expenses. He told him that on account of Government work difficulty, it was not possible to sell the sand. Hence, he returned to his village. At that time, accused Govind, Shrisal, and Ramesh sold the sand and denied to return the amount. The informant repeatedly demanded his amount from the accused. At that time, all accused threatened to kill him. From 2023 to July 2024, he repeatedly demanded the amount from the accused. However, they denied to give it and

threatened to kill him. Hence, he filed complaint against the accused.

03. In the backdrop of these facts, Mr. A.R. Nikam, learned counsel for the applicant submitted that no amount has been transferred in the bank account of the applicant. The other co-accused has been already released on bail. The charge-sheet is filed. Notice under section 35(3) of the BNSS was issued. However, it was not issued in the language known to the applicant and hence he failed to appear before the I.O. Charge sheet is filed and warrant is issued against applicant. The offence alleged against the applicant is not punishable with a sentence more than seven years. There is a delay in filing of the FIR. There is no written document about the payment of the amount of Rs. 20 lakhs. The alleged offence has been committed in the state of Karnataka. The FIR shows that the sand was stored. It is a civil dispute. The informant has portrayed it as a criminal case in order to grab the amount. The informant has already sold the sand and earned a huge profit. There is no prima facie case for the offence punishable under Section 420 of the Indian Penal Code. He is ready to cooperate in the investigation. He is having permanent residence. Hence, he prayed to allow the application.

04. Applicant has produced the notice under section 35(3) of the BNSS. Therefore, it prima-facie appears that I.O. has made mind not to arrest the applicant on the basis of the FIR. Role of the applicant needs to be ascertained from the I.O. Considering the fact of the issuance of the notice by the I.O. and the allegations made against the applicant, this Court thinks it proper to grant ad-interim anticipatory bail to the applicant till filing of the say by the prosecution. In the result, I pass following order : .

ORDER

1. Application (Exh.4) is allowed.
2. Ad-interim anticipatory bail granted to applicant Shreeshail Yallappa Hosagoudra, till filing of the say by prosecution on the given date and meanwhile, in case of arrest of the applicant in connection with the Satara Taluka police station C.R.No.255/2025, he be released on furnishing his P.B. & S.B. of Rs.50,000/-.
2. Issue intimation of this order to the concerned Police Station.

Date- 10/06/2026

(S.R.Tamboli)
District Judge-2 &
Addl. Sessions Judge, Satara