

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/CRIMINAL MISC.APPLICATION (FOR ANTICIPATORY BAIL) NO. 2197
of 2026**

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UMESHBHAI HARISHBHAI OAD
Versus
STATE OF GUJARAT

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Appearance:

MR NAUMAN S QURESHI(10669) for the Applicant(s) No. 1
MR SHAKEEL A QURESHI(1077) for the Applicant(s) No. 1
MR. YUVRAJ BRAHMBHATT, APP for the Respondent(s) No. 1

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CORAM:HONOURABLE MR.JUSTICE P. M. RAVAL**Date : 25/03/2026****ORAL ORDER**

1. Rule. Learned Additional Public Prosecutor waives service of Rule for the respondent – State.
2. The applicant before this Court is seeking bail in anticipation on his arrest pursuant to FIR being C.R. No.11190002251713 of 2025, dated 29.11.2025, registered before Botad Police Station, District: Botad, for the offence punishable under Section 108 of the Bharatiya Nyaya Sanhita, 2023.
3. Learned advocate for the applicant would submit that the alleged incident has occurred on 10.06.2025 whereas the FIR came to be filed on 29.11.2025, almost after more than 5 months of the alleged incident. He would further submit that there is no *prima facie* offence of abatement to commit suicide and there is no

proximate reasons to commit suicide by Bhavesh Gokulbhai Parmar, more particularly when he has not entered into the agreement in relation to the lease, but has been entered into between the present applicant and Hareshbhai Chhaganbhai Parmar. He would further submit that it is only because the change in the law that the lease came to be cancelled by the concerned authority. He would further submit that since as per the amended law the lease can only renew for 3 years, more particularly, when the application was pending for consideration and pending that application the amended law came into effect and the said order also challenged by way of filing of SCA bearing No.5306 of 2024, however, the same came to be rejected on 03.09.2024 by the Coordinate Bench of this Court. Thus, it would argue that the applicant was bonafidely fighting the litigation to extend the lease, however, which came to be rejected by the Court.

3.1. Learned advocate would relied on the following judgments in support of his case:

1. Shenbagavalli v. Inspector of Police, Kancheepuram District, reported in 2025 (0) AIJEL-SC 75212, more particularly, paragraphs 14, 15 and 16 of the judgment;
2. Mehulbhai Vasantbhai Joshi v. State of Gujarat, reported in 2025 (0) AIJEL-HC 251156, more particularly, paragraphs 8, 9 and 12 of the judgment;
3. Abhinav Mohan Delkar v. State of Maharashtra, reported in 2025 (0) AIJEL-SC 75740, more particularly,

paragraphs 22 and 23 of the judgment;

4. Vikrambhai @ Vikramsinh Dajibhai Solanki v. State of Gujarat, reported in 2024 (0) AIJEL-HC 249057, more particularly, paragraphs 3 and 13 of the judgment;

5. Yogeshkumar Radheshyam Shah v. State of Gujarat, reported in 2016 (0) AIJEL-HC 236874, more particularly, paragraphs 11, 12, 13 and 32 of the judgment;

6. Kiranbhai Himmatlal Gadhavi v. State of Gujarat, reported in 2025 (0) AIJEL-HC 250157, more particularly, paragraphs 8 and 13 of the judgment;

3.2. Learned advocate would further relied on the order passed by the Coordinate Bench of this Court in Criminal Miscellaneous Application (for Anticipatory Bail) No. 22173 of 2025, dated 11.11.2025, more particularly paragraphs 3, 5 and 6 of the order.

3.3. Learned advocate would further submit that pursuant to the accidental death reported before the police station the applicant has cooperated and given his written statement, and his statement has also been recorded on 21.06.2025, which seems that the applicant has cooperated after the death of the complainant's brother. He would further submit that even from the bare reading of the FIR, it appears that the applicant was ready and willing to return the money to the tune of Rs.4,95,00,000/- as alleged in the FIR, since the lease came to be closed because of the mistake committed by the present applicant, thus also, when there is clear intention to return the

money, no case as alleged in the FRI is made out.

4. *Per contra*, learned Additional Public Prosecutor would submit that on the same date of accidental death bearing entry No.24 of 2025 was lodged before the Botad Police Station on the date of the incident i.e. 10.06.2025, hence, it cannot be said that there is delay in lodging of the FIR. Learned Additional Public Prosecutor would relied on transcript of the talks between the complainant and the present applicant, despite of several reminders for returning the money, even various promises had been made to return the money, however, no amount has been paid by the present applicant towards the agreement.

4.1. Leaned Additional Public Prosecutor would further submit that the agreement between Hareshbhai Chhaganbhai Parmar and the present applicant is dated 06.12.2023, whereas the lease came to be cancelled on 12.12.2023 i.e. immediately within seven days, and despite of this fact, though having pursue the remedy before this Court by way of filing Special Civil Application challenging for renewal of lease for five years instead of three years, huge amount of Rs.4,95,00,000/- has not been return by the applicant either to the complainant or his partners. Thus, he would submit that strong prima facie case is made out. Learned Additional Public Prosecutor would further submit that to check the mobile phone of the applicant, his custodial interrogation is required and thus, argued to reject the

present application.

5. Heard, learned advocates for the respective parties, this Court has gone through the FIR, it transpires that the date on which the deceased has committed suicide is 10.06.2025, the accidental death was also registered by Kalpeshbhai who is original complainant on the same day. It further transpires that the statement of Kalpeshbhai was recorded on the same date, itself reflects that the applicant had made various promises to return the money, however, had not return the money due to which the deceased committed suicide. From the bare reading of the FIR, it also transpires that the applicant entered into the agreement on dated 06.12.2023, for almost four months the lease was working, however, due to expansion of road where the lease was situated the same came to be stopped. However, the fact remains that the lease stood cancelled vide order dated 12.12.2023 just six days after entering into the agreement. Though the present deceased was not a signatory of the said agreement, however, various telephonic talks between the present applicant and the witnesses would clearly point out that the various promises were made for returning the money, however, no money was handedover back despite the fact of cancellation of the lease. The statement of Hareshbhai Chhaganbhai Parmar with whom the present applicant has entered into the agreement also states that the present applicant has bluntly denied to the return the money. As per the statement of Hareshbhai Chhaganbhai, deceased - Bhaveshbhai had talked on

09.06.2025 from his WhatsApp Mobile No.9624963883 with the present applicant bearing mobile No.9879427996 and further asked to return the amount, the present applicant stated that even if deceased consumes poison the amount would not be returned. Considering the totality of the facts and circumstances of the case, this Court does not find a fit case to grant anticipatory bail, more particularly, when *prima facie* strong case against the applicant is made out.

6. As far as the judgments relied on by the applicant are concerned, all the judgments are with regards to quashing petition under Section 482 of the Cr.P.C., though the ratio is binding to this Court, but the scope of anticipatory bail is much narrower than the scope under Section 482 of the Cr.P.C. As far as the Criminal Miscellaneous Application (for Anticipatory Bail) No.22173 of 2025 is concerned, the facts are totally different from the case at hand, in that case, the applicant was an employee of the Atul Auto Limited from where the deceased was purchased auto rickshaw, under the said circumstance the Coordinate Bench of this Court has granted anticipatory bail. The fact of the present case, though the deceased was not signatory to the agreement dated 06.12.2023, however, from the investigation pursuant to the accidental death and lodging of the FIR is concerned, it transpires that the applicant is also aware with regards to the amount which was to be returned to the various witnesses who have invested in the said lease. The telephonic talks

before a day of the committal of the suicide by Bhaveshbhai with the present applicant is also coming from the record. Various promises to return the amount were made by the applicant and despite the complainant as well as deceased having made their financial condition cleared on account of non-working of the lease and on the other hand not returning the money despite the lease has been cancelled just six days after executing the so-called agreement, the applicant has taken the complainant as well as his partners for a ride and just day before deceased – Bhaveshbhai committed suicide had a telephonic talk with the deceased and clearly denied to return the money.

7. In view of the same, this Court is not inclined to grant an anticipatory bail to the present applicant. The present application stands rejected, accordingly. Rule discharged.

NITIN MAKWANA

(P. M. RAVAL, J)