Sharada

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

BAIL APPLICATION NO.4095 OF 2026

Laxman Ranglal Chavan .. Applicant

Versus

State of Maharashtra .. Respondent

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- Mr. Prashant Hagare a/w Mr. Amar Kale (Through V.C.) a/w Adv. Ekta Patil, Advocates for Applicant.
- Ms. Anuja Gotad, APP for Respondent-State.

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CORAM : MILIND N. JADHAV, J.

DATE : NOVEMBER 2, 2026

P.C.:

1. Heard Mr. Hagare, learned Advocate for Applicant and Ms. Gotad, learned APP for Respondent-State.

2. This is an Application under Section 483 of Bharatiya Nagarik Suraksha Sanhita, 2023 seeking bail in connection with C.R. No.0638 of 2025 registered with Hinjewadi Police Station, Pimpri-Chinchwad, District Pune for offences punishable under Sections 316(2), 316(5), 318(4), 112(2) read with section 3(5) of the Bharatiya Nyaya Sanhita, 2023.

3. The Applicant in the present case was working as a sourcing consultant for companies known as “Flynaut OPC” and “Flynaut SaaS Pvt. Ltd.” One of the said companies, namely, Flynaut OPC, provided training to candidates who voluntarily enrolled themselves with the

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company for obtaining specialised training in the field of Information Technology upon payment of a fixed fee. The candidates were informed that, upon completion of the training, a placement agency would recruit eligible candidates in its sister concern, namely, Flynaut SaaS Pvt. Ltd. Depending upon their performance, the candidates, once employed in the sister company, were also paid a stipend of Rs. 15,000/- per month for a period of three months to enable them to acquire further skills and prepare themselves for future career prospects.

4. The prosecution case is primarily based on complaints lodged by unsuccessful candidates who could not secure placement with the sister company. According to the prosecution, more than 177 candidates were aggrieved by the alleged failure of the company to provide them with placement, and, on this basis, the company and its directors have been accused of offences punishable for cheating and criminal breach of trust.

5. However, the material placed on record before this Court after completion of the investigation indicates that more than 400 candidates had voluntarily enrolled themselves with the company, subject to the terms and conditions stipulated by Flynaut OPC. Significantly, upon completion of the training, more than 200 eligible candidates were provided placement in the sister company, namely,

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Flynaut SaaS Pvt. Ltd., on the basis of their respective eligibility and competency. The prosecution has also placed on record material indicating that such candidates received the assured stipend of Rs. 15,000/- per month for a period of three months during their further training with the said company.

6. The grievance of the first informant and other similarly placed candidates appears to be that they were not provided placement in the sister company. However, the material on record prima facie indicates that the candidates were duly informed of the terms and conditions governing their enrollment and placement. The offer letter, which was voluntarily accepted by the candidates, categorically stipulates that completion of the internship would not guarantee continued employment and that their appointment as full-time employees, on probation for a period of nine months, would be subject to their meeting the requisite internal performance standards and fulfilling the criteria for onboarding.

7. Thus, the allegation against the Applicant is essentially that the company failed to offer placement to certain candidates on account of their performance and failure to meet the prescribed eligibility criteria. In view of the material prima facie available on record, the Applicant, who was working merely as a sourcing consultant, cannot be held responsible for the failure of the company to provide

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placement to candidates who did not meet the requisite performance standards.

8. Having regard to the specific role attributed to the Applicant, the material collected during the course of investigation and the overall circumstances of the case, I am of the considered view that the Applicant deserves to be enlarged on bail.

9. Even otherwise, the Applicant is entitled to the benefit of parity, inasmuch as the founder member and Director of the said company has already been enlarged on bail by this Court. Accordingly, the principle of parity would also operate in favour of the present Applicant.

10. Hence, in view of above *prima facie* observations and findings, Bail Application of Applicant is allowed subject to the following terms and conditions:-

(i) Applicant is directed to be immediately released from prison in connection with CR. No.0638 of 2025;

(ii) Applicant is directed to be released on bail on furnishing P.R. Bond of Rs.25,000/- (Rs. Twenty Thousand only) with one or two sureties in the like amount;

(iii) Applicant shall report to the Investigating Officer at

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concerned Police Station, once every month, on the first Monday of the month between 10:00 a.m. to 12:00 p.m. until commencement of trial and thereafter shall attend all dates of hearing before the Trial Court;

(iv) Applicant shall cooperate with the conduct of the trial and remain present before the Trial Court on all dates, unless specifically exempted. Applicant shall not seek unnecessary adjournments. Any such conduct shall entitle the prosecution to apply for cancellation of bail;

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

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

(vii) Applicant shall keep the Investigating Officer informed of his current residential address and mobile telephone number and shall forthwith inform the Investigating Officer of any change in his residential address or mobile telephone number, as and when such change occurs; and

(viii) Any breach or infraction of any of the aforesaid conditions shall entail cancellation of the bail granted to

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the Applicant.

11. It is clarified that the observations made in this order are limited for the purpose of granting bail only and I have not made any observations on merits of the case. The trial shall be adjudicated on the strength of the evidence led and strictly on its own merits being uninfluenced with any of the *prima facie* observations made hereinabove in this order.

12. Bail Application is allowed and disposed in the above terms.

[MILIND N. JADHAV, J.]

RAVINDRA MOHAN AMBERKAR

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