

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION**

ANTICIPATORY BAIL APPLICATION NO. 1765 OF 2024

Vrushabh Arjun Kadam	...	Applicant
Versus		
The State of Maharashtra	...	Respondent

Mr. Abhishek Salian (through V.C.) a/w Venkatesh Shinde i/by
Mayuresh Ingale for the Applicant.

Mr. Kiran C. Shinde, APP for Respondent-State.

PSI - Mr. Nikam, Bharti Vidyapeeth Police Station, Pune.

CORAM: MANISH PITALE, J.

DATE : 18th JULY 2024

P.C. :

. Heard learned counsel for the applicant and learned APP for respondent-State.

2. By this application, the applicant is seeking anticipatory bail as he apprehends arrest in connection with FIR No. 0086 of 2024 dated 24th January 2024 registered at Bharti Vidyapeeth Police Station, Dist. Pune, initially for offence under Section 406 of the Indian Penal Code, 1860 (IPC). Thereafter, offences under Sections 467, 468 and 471 read with 34 of the IPC were added.

3. Initially, only Prathamesh Mohan Pawar was shown as an accused person. The informant in his statement has alleged that the person who is named as an accused in the FIR had taken away the vehicle belonging to the son of the informant and thereafter, the vehicle was not returned.

4. During the course of investigation, further accused person i.e. Sudhakar Dhurgude was added. During further investigation, it was found that the subject vehicle was in possession of the applicant. The same was recovered from the applicant and statement of the applicant was also recorded on 25th April 2024, during the course of investigation.

5. Upon further investigation, in June 2024, the applicant was added as an accused person and as noted herein above, further offences were also added in the FIR.

6. The learned counsel for the applicant submits that in the present case, even if the allegations made by the informant are taken on face value, there is no role or overt act attributed to the applicant. Merely because the subject vehicle was found in possession of the applicant, it cannot be a ground to seek his custody. It is submitted that in any case, the vehicle was recovered. It was submitted that the Sessions Court placed much emphasis on notarized agreement executed between the son of the informant and co-accused Sudhakar Dhurgude. Even as per the material on record, the said agreement was executed in the context of the vehicle, between the son of the informant and co-accused Sudhakar Dhurgude, where the applicant was merely a witness and he can certainly not be said to be a beneficiary under the agreement. As per the material on record, the applicant had advanced amount of Rs.2,00,000/- to co-accused Sudhakar Dhurgude and since the said co-accused was unable to return the

amount, possession of the vehicle was given to the applicant. In such circumstances, it is submitted that so long as the applicant is ready to cooperate with the investigation, the present application may be allowed.

7. On the other hand, the learned APP submits that the statement recorded during the course of investigation, particularly the statement of the concerned Notary, who is said to have notarized the agreement, the statement of the applicant himself recorded on 25th April 2024 and in that context, the statement of co-accused Sudhakar Dhurgude demonstrate the active involvement of the applicant in the present case, particularly in the context of forgery and fabrication pertaining to the agreement in question. It is submitted that in such circumstances, the applicant does not deserve any indulgence.

8. This Court has perused the material on record in the light of the submissions made on behalf of the applicant and the learned APP. It appears that the son of the informant and the co-accused Sudhakar Dhurgude are said to have executed the notarized agreement in respect of the vehicle in question. The applicant appears to be a witness to the same. On the face of it, it would appear that the co-accused Sudhakar Dhurgude is a beneficiary under the said agreement, but the seriousness of the matter comes to the fore in the light of the statement made by the Notary before whom the said agreement is said to have been executed. The statement of the said Notary recorded on 6th May 2024 shows that

no such agreement was actually executed in his presence and the aforesaid statement is made by the Notary on the basis of entries in his register. In that context, it is relevant to mention that co-accused Sudhakar Dhurgude stated during the investigation that a photocopy of the agreement was given to him and that the applicant retained the original agreement. This statement becomes crucial, although it is a statement of a co-accused person, in the context of the statement of the applicant himself dated 25th April 2024, recorded during the course of investigation, when he was yet to be arraigned as accused. In the said statement, the applicant specifically stated that he tore the original agreement executed between the son of the informant and the co-accused Sudhakar Dhurgude.

9. Considering the aforesaid material, the learned APP is justified in opposing the present application, for the reason that it is necessary to further investigate the question as to the manner in which such an agreement was created or forged, in the light of the specific statement of the Notary that no such agreement was executed in his presence.

10. To that extent, the learned APP is justified in opposing the present application. In peculiar facts and circumstances, this Court is of the opinion that no case is made out for granting anticipatory bail. Accordingly, the application is dismissed.

MANISH PITALE, J.