



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY,
NAGPUR BENCH, NAGPUR.**

CRIMINAL APPLICATION (ABA) NO.347 OF 2024
(Rupesh Gajananrao Burghate Vs. State of Maharashtra)

Office Notes, Office Memoranda of
Coram, appearances, Court's Orders
or directions and Registrar's order

Court's or Judge's Order

Mr. R.J. Shinde, Advocate for the applicant.
Mr. S.S. Hulke, APP for the State.

CORAM:- URMILA JOSHI-PHALKE, J.
DATED :- JUNE 18, 2024.

By this application, the applicant is seeking pre-arrest bail in connection with Crime No.375/2024, registered with Police Station Gadge Nagar, Amravati, District Amravati for the offence punishable under Sections 417, 420, 465, 467, 471, 120-B, 468 read with Section 34 of the Indian Penal Code.

2. The accusation against the present applicant is on the basis of the report lodged by one Vandana Suresh Marwade and Suresh Sukhdeorao Marwade on an allegation that they entered into an agreement with the present applicant for purchasing the plot and already paid the earnest amount, however, the plot was not sold to them and it was sold to some other persons. Thus, they were duped by the present applicant and other co-accused.

3. Learned Counsel for the applicant submitted that as far as the role of the present applicant is concerned he was a middle man who execute the said agreement. His

custodial interrogation is not required as the dispute between the informant and the other co-accused is of a civil nature. In view of that, the application deserves to be allowed by confirming the anticipatory bail.

4. Learned Additional Public Prosecutor strongly opposed the application on the ground that the original owner of the said plot was one Shraddha Vasantrao Navghare who died on 22/04/2010. After her death, one agreement to sell is shown to be executed between the present applicant and said Shraddha. Subsequently, the applicant entered into an agreement with the complainant. Thus, on the basis of forged document the applicant has shown himself as an owner and executed the agreement in favour of the complainant. The amount of earnest money is also received by the present applicant. Considering the same it appears that intentionally the applicant has entered into an agreement with the original owner who reported to be dead prior to the said agreement and similarly he entered into an agreement showing himself as an owner of the said property. Thus, considering that there was an intention since inception, the anticipatory bail granted to the present applicant by way of interim relief deserves to be cancelled.

5. I have heard learned Counsel for both the parties. Considering the allegations in the FIR as well as the documents on record shows that the original owner of the said property was died much prior of execution of

agreement i.e. on 24/04/2010. The agreement to sell between the present applicant and the said deceased i.e. Shraddha Vasantryao Navghare shown to be executed in the year 2021 i.e. after a death at about 11 years. Thereafter present applicant entered into an agreement with the complainant showing himself as an owner of the said property. Thus, the intention of the present applicant appears since inception. Considering the same, the custodial interrogation of the present applicant is required. Moreover, merely because his custodial interrogation is not required is not sufficient to grant him anticipatory bail. Considering the gravity of the offence and the involvement of the present applicant reveals prima facie, the application deserves to be rejected.

6. Hence, the application is rejected accordingly.

(URMILA JOSHI-PHALKE, J.)

**Divya*