



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR

CRIMINAL APPLICATION (ABA) NO.522 OF 2023

Dhanraj s/o Nahuji Sahare

Vs.

State of Maharashtra, Through Police Station Officer, Police Station, Hudkeshwar,
Nagpur

Office Notes, Office Memoranda of Coram,
appearances, Court's orders of directions
and Registrar's orders

Court's or Judge's orders

Mr. U. P. Dable, Advocate for applicant.
Mr. A. G. Mate, APP for respondent/State.

CORAM : URMILA JOSHI-PHALKE, J.

DATED : 23/01/2024

1. Apprehending his arrest at the hands of police in connection with Crime No.310/2023 registered with Police Station, Hudkeshwar, District Nagpur for the offences punishable under Sections 420, 467 and 468 of the Indian Penal Code, 1860, the applicant approached to this Court for grant of anticipatory bail.

2. The accusation against the present applicant is on the basis of a report lodged by Chitra Harshalrao Bele, alleging that she got acquaintance with the present applicant and she entered into an agreement for purchasing plot No.40. Accordingly, the agreement was executed, and in the meantime, she came to know that the plot No. 40 is sold out by the present applicant to one Shri Dinesh Tanve. Thereafter, she entered into an agreement with the present applicant to purchase plot

No.19 but subsequently, the said plot was also sold out to another person and the informant was duped by obtaining the consideration amount.

3. Learned Counsel for the applicant submitted that the applicant has already shown a willingness to refund the amount. The informant has also issued the notice to the present applicant showing her willingness to receive the amount but somehow it is not settled. The dispute between the parties is of civil nature. It is merely a breach of an agreement and there was no dishonest intention since inception. After the applicant was released on ad-interim anticipatory bail, he has cooperated with the investigating agency. His physical custody is not required and hence, ad-interim anticipatory bail granted to him deserves to be confirmed.

4. The said application is strongly opposed by the State on the ground that since inception, there was ill-intention of the present applicant, therefore the applicant has committed the breach of an agreement. The *prima facie* case is made out against the present applicant. Learned APP strongly opposed the application by raising all these grounds.

5. Having heard learned counsel for the applicant and Learned APP for the State, perused the

investigation papers. During investigation, the statement of various witnesses are recorded. The Investigation Officer has also collected the documents like agreement to sell and the subsequent sale deeds executed in favour of the third persons. From the recitals of the FIR and the investigation papers, it reveals that it is the breach of an agreement. At this stage, it would not be appropriate to comment whether the criminal offence is made out or not, but considering the custodial interrogation of the present applicant, is not required. The application deserves to be allowed by confirming interim anticipatory bail in favour of the present applicant. Accordingly, I proceed to pass following order.

ORDER

(i) In the event of arrest of applicant - **Dhanraj s/o Nahuji Sahare**, be released on anticipatory bail on executing PR. Bond in the sum of Rs.25,000/- with one solvent surety of like amount, in connection with Crime No.310/2023 registered with Police Station, Hudkeshwar, Nagpur for offences punishable under Section 420, 467, and 468 of the Indian Penal Code.

(ii) The applicant shall attend the concerned Police Station as and when required for the investigation purpose.

(iii) The applicant shall not directly or indirectly make any inducement, threat or

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promise to any witnesses who are acquainted with the facts of the present case.

The application is disposed of.

(URMILA JOSHI-PHALKE, J.)

Sarkate