



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

CRIMINAL APPLICATION (ABA) NO.731 OF 2023
(Anil s/o Gulabrao Wankhede 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. A.K. Bhangde, Advocate for the applicant.
Mr. N.R. Rode, APP for the State.

CORAM:- URMILA JOSHI-PHALKE, J.
DATED :- MARCH 06, 2024.

Heard.

2. By this application, the applicant is seeking pre-arrest bail. The applicant is apprehending arrest at the hands of police in connection with Crime No.795/2023 registered with Police Station, Kalamna, Nagpur for the offence punishable under Sections 420, 468 and 471 read with Section 34 of the Indian Penal Code.

3. Learned Counsel for the applicant submitted that the accusation against the present applicant is that he is the employee of 'Maa Durga Housing Agency' run by the Chetan Itankar, who is the Power Attorney Holder for Smt. Rukhamabai Marotrao Khade. Said Smt. Rukhamabai Marotrao Khade is the owner of plot situated at Bharatwada P.H. No.17, Khasra No.97/2, Ward No.21 of Maa Durga Housing Agency Layout, Mandal Pardi, District Nagpur which was converted into the non-agricultural purpose. Said Chetan Itankar executed agreement to sell

in favour of the informant and obtained the money, and thereafter he has sold out the same plot to one Sapan Raut. Thus, as per the accusation, one plot is sold out to two persons. Learned Counsel further submitted that the co-accused Chetan Itanwar has already placed an undertaking before the learned trial Court submitting that he is settling a dispute by repaying the amount. The applicant has filed an affidavit contending that the Demand Draft of Rs.1,00,000/- dated 06/01/2024 and 20/02/2024 are prepared in favour of the original complainant Yuvraj s/o Jiwanji Baisware. The accused No.1 – Chetan Madhukarrao Itankar agreed to pay total compromise amount of Rs.14,00,000/- including two demand drafts and cheque of Rs.12,00,000/-. Considering that now complainant would receive the said amount, the custodial interrogation of the present applicant is not required, and therefore, interim protection granted to him deserves to be confirmed.

4. Learned Additional Public Prosecutor strongly opposed the application on the ground that present applicant and other co-accused with intention to dupe the informant, accepted the consideration amount and sold the plot to the two persons. Thus, since inception there appears to be an intention and the application for grant of pre-arrest bail deserves to be rejected.

5. I have heard learned Counsel for the applicant and learned Additional Public Prosecutor for the

State. Perused the investigation papers as well as the affidavit filed by co-accused Chetan Itankar and the present applicant. It seems that the present applicant was benefited by obtaining the amount of Rs.2,00,000/- which by way of affidavit he submitted that he prepare to repay the same and Demand Draft are prepared in favour of the complainant. Considering the fact that co-accused has also entered into this agreement and ready to pay the amount, the custodial interrogation of the present applicant is not required. In view of that, the interim protection granted to the present applicant deserves to be confirmed. Accordingly, I proceed to pass following order:

- (i) The application is allowed.
- (ii) In the event of arrest, the applicant – Anil s/o Gulabrao Wankhede in connection with Crime No.795/2023 registered with Police Station, Kalamna, Nagpur for the offence punishable under Sections 420, 468 and 471 read with Section 34 of the Indian Penal Code, be released on anticipatory bail on executing a P.R.Bond in the sum of Rs.25,000/- with one solvent surety, in the like amount.
- (iii) The applicant shall comply in view of the affidavit filed by him.
- (iv) The applicant shall attend the concerned police station as and when

required for the investigation purpose and shall cooperate with the investigating agency.

(v) The applicant shall not directly or indirectly make any inducement and threat or promise to any person acquainted with the facts of the present case.

6. The application is disposed of.

(URMILA JOSHI-PHALKE, J.)

**Divya*