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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO.1455 OF 2025

Ravita Deepak Panchmukh	...Applicant
<i>Versus</i>	
State of Maharashtra	...Respondent

Mr. Kishan Chaudhari, i/by Mr. Rajabhau Chaudhari, Advocate for Applicant.

Mr. S.A. Karmakar, APP for the State.

PSI, Mr. Nilkanth M. Tidke, Ranjangaon Police Station, present.

CORAM: MADHAV J. JAMDAR, J.

DATED : 15th September 2025

P.C.:

1. Heard Mr. Kishan Chaudhari, learned Counsel appearing for the Applicant and Mr. Karmakar, learned APP for the State.

2. The Applicant, who is the Accused No.13 is seeking pre-arrest bail in C.R. No.74 of 2025, registered on 10th March 2025 with Ranjangaon MIDC Police Station, District-Pune, for the offence punishable under Sections 420 read with 34 of Indian Penal Code, 1860.

3. It is the submission of the learned Counsel for the Applicant that the entire dispute is of civil nature and the same has been

given colour of a criminal offence punishable by Section 420 of Indian Penal Code. He submitted that the Applicant will co-operate with the investigation.

4. On the other hand, Mr. Karmakar, learned APP strongly opposes granting pre-arrest bail to the Applicant. He submitted that the property has been agreed to be purchased by the present Applicant from the Informant / Complainant – Sandeep Kute, for an amount of Rs.3,28,00,000/- and except Rs.1,00,000/- as earnest amount, nothing has been paid and therefore offence under Section 420 read with 34 of Indian Penal Code is made out. It is his submission that custodial interrogation is necessary. He submits that the Applicant is not co-operating with the investigation.

5. Perusal of the F.I.R. shows that Accused Nos. 1 to 12 are the original owners of the concerned property which is admittedly Mahar-Vatan land and also some portion of the property in question is reserved for rehabilitation of the project affected persons.

6. On 3rd February 2018, registered agreement has been executed between the First Informant - Sandeep Kute, Nandlal Agrawal and the original owners i.e. Accused Nos. 1 to 12. The consideration of said agreement is Rs.38,00,000/- and the agreement further mentions that Rs.11,00,000/- has been paid as earnest money. The said agreement is a registered document. The said agreement, particularly Clause 11 therein specifically mentions that the property is of Inam Class-2 land and is Mahar-Vatan land and therefore, permission of the Collector is necessary. The said agreement specifically mentions that Rs.27,00,000/- is the balance consideration and the sale-deed will be executed after receipt of permission from the Collector. The F.I.R. further mentions that although the Collector has given permission on 5th August 2019 and the First Informant was approaching the original owners for completion of the sale, they were giving evasive replies and the original owners i.e. Accused Nos. 1 to 12 were not completing the transaction.

7. The F.I.R. further records that in the month of April 2021, Accused No. 14- Dipak Panchmukh was insisting that the lands be transferred in favour of the Applicant i.e. Accused No.13-Ravita

Deepak Panchmukh and accordingly an agreement dated 12th April 2021 was executed. The said agreement dated 12th April 2021 records that the First Informant - Sandip Kute has purchased Gat No. 1024 by sale-deed dated 5th November 2019 from Rakhmabai Haba Panchmukh and others and as far as Gat No.1025 and 1038, admeasuring about 75.5 R and 28.5 R. were agreed to be purchased by registered agreement of sale dated 3rd February 2018 and that for obtaining permission of the Collector, application has been filed and thereafter the sale-deed would be executed. The said agreement dated 12th April 2021 further records that the agreed consideration is Rs.2,00,000/- per guntha and therefore the total consideration is Rs.3,28,00,000/- and the Complainant Sandeep Kute has received an amount of Rs.1,00,000/- as earnest amount towards said consideration. The said agreement dated 12th April 2021 is not registered.

8. The F.I.R. has been lodged as the Applicant has failed to perform her part of the agreement and has not paid balance consideration. The F.I.R. further mentions that the Applicant got power of attorney dated 17th February 2023 executed in her favour

from the original owners i.e. Accused Nos.1 to 12, which power of attorney is a registered document.

9. Admittedly the rights with respect to the concerned properties which the First Informant- Sandeep Kute is claiming are on the basis of agreement of sale dated 3rd February 2018. It is settled legal position that an agreement of sale does not confer any right, title or interest in the property. Such person only has a right to get specific performance of said agreement by filing a civil suit.

10. Thus, perusal of the F.I.R. *prima facie* shows that a civil dispute has been given the colour of a criminal offence punishable by the provisions of the Indian Penal Code. Thus, the Applicant is entitled to pre-arrest bail by imposing certain conditions.

11. Accordingly, following Order is passed:

ORDER

- (i) In the event of arrest, the Applicant-Ravita Deepak Panchmukh be released on bail in C.R. No.74 of 2025, registered on 10th March 2025 with Ranjangaon MIDC, Pune Rural Police Station, for the offences punishable

under Sections 420 read with 34 of Indian Penal Code., on executing a P.R. bond of Rs.1,00,000/- and on furnishing one or two sureties in the like amount.

- (ii) The Applicant shall attend the concerned Police Station from 22nd September 2025 till 26th September 2025 daily between 11.00 a.m. to 3.00 p.m. and thereafter as and when required by the Investigating Officer.
- (iii) The Applicant shall furnish her cell phone number and residential address to the Investigating Officer and shall keep the same updated, in case of any change thereto.
- (iv) The Applicant shall not directly or indirectly make any inducement, threat, or promise to any person acquainted with the facts of the case so as to dissuade such a person from disclosing the facts to the Court or to any Police personnel.

(v) The Applicant shall not tamper with the prosecution evidence and shall not contact or influence the Complainant or any witness in any manner.

(vi) The Applicant shall not leave India without prior permission of the Court.

12. It is clarified that the observations made in this Order are *prima facie* for the consideration of merits of Anticipatory Bail Application.

13. Accordingly, the Anticipatory Bail Application is allowed in the aforesaid terms and disposed of.

(MADHAV J. JAMDAR, J.)