

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO.2335 OF 2025

Avinash Mansing Chavan	...Applicant
<i>Versus</i>	
State of Maharashtra	...Respondent

Mr. Rupesh Zade a/w Mr. Tushar Nikam, for Applicant.
Ms. S.K. Gajre, APP for State.
Mr. Rahul S. Kadam, for Respondent No.2

CORAM: MADHAV J. JAMDAR, J.
DATED : 20th November 2025

P.C.:

1. Heard Mr. Zade, learned Counsel appearing for the Applicant, Ms. Gajre, learned APP appearing for the State and Mr. Kadam, learned Counsel appearing for the Respondent No.2.

2. By this application filed under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 ("BNSS"), the Applicant is seeking pre-arrest bail in connection with C.R. No.443 of 2025 registered with Yavat Police Station, Pune Rural, for the offence punishable under Section 318(4) of the Bharatiya Nyaya Sanhita, 2023 ("BNS").

3. The prosecution case is set out in paragraph No.3 of the Order dated 24th July 2025 passed by the learned Additional Sessions Judge, Baramati in Criminal Bail Application No.552 of 2025:-

“3] The case of the prosecution is that the informant is running kiln business. He requires tractor for the same. Therefore he decided to purchase a old tractor. On 23.10.2023 he has purchased Swaraj 855 Tractor without passing through agent Kunal Darde from Aakash Mansing Chavan in the name of maternal uncle Deepak Baban Shendge. The document registered with Notary. On enquiry tractor owner Aakash Chavan had stated him that due to financial difficulty he has not obtained passing of the tractor. The consideration of the tractor was fixed Rs.5,75,000/-. Aakash Chavan asked him to pay advance Rs.3,25,000/- and he will obtained passing and RC in his name and afterwards will transfer in his name. Therefore, he had paid Rs.1,00,000/- in cash and Rs.2,25,000/- Online. Ashok Chavan assured that after executing notary documents he will give possession of the tractor and after three months will handover original papers of the tractor along with NOC and RC book on payment of Rs.2,50,000/- by him. Accordingly the agreement was prepared and notarised. After three months when he has asked for the original documents from Aakash Chavan he has avoided and started demanding the original notarised document. He has handed over xerox copy but Aakash Chavan was insisting original notary document. On 04.08.2024 at about 12.25 a.m. he has received phone call of kiln labour viz. Alim Sayyad that Aakash Chavan has came at the kiln and trying to carry

tractor and dumping trailer. On enquiry by Alim Sayyad with Aakash Chavan, he stated him that as per discussion with informant i.e. his employer he is carrying the same. Alim Sayyad informed his employee that informant that Aakash Chavan had carry the tractor towards Choufula. Therefore, informant and his father went at Choufulla square. They had seen the tractor coming in fast speed. They had also seen Aakash Chavan in the tractor. They had asked Aakash Chavan to take aside the tracto but he had drove the tractor towards Kurkumbh by Pune Solapu highway. They followed him but Aakash fled away. Accordingly from 23.10.2023 to 14.05.2025 Aakash Mansing Chavan obtained Rs. 3,25,000/- from the informant towards the transaction of selling tractor but without repaying the same taken away the tractor from the possession of informant and committed breach of trust. The informant Rahul Dinkar Sargar lodged report about the same with Yavat Police Station. On the basis of his report CR No.443/2025 came to be registered.”

4. Mr. Zade, learned Counsel submits that the Applicant will co-operate with the investigation and therefore Anticipatory Bail Application be granted.

5. On the other hand, Ms. Gajre, learned APP for the State and Mr. Kadam, learned Counsel for the Respondent No.2 opposes the Application. Both of them submit that the offence is very serious, where the Applicant has stolen the Tractor. Both of them submit that the statement made by the Applicant before the learned Single

Judge (R.N. Laddha, J.), on 25th August 2025 has been breached. Both of them submit that the Anticipatory Bail Application be dismissed.

6. Ms. Gajre, learned APP submits that there is one antecedent, which has not been disclosed in the Anticipatory Bail Application. Mr. Zade, learned Counsel confirms that although the antecedent is not mentioned in the Application, there is one antecedent.

7. Perusal of record shows that the offence is very serious where the Applicant has removed from the custody of the Respondent No.2 the Tractor which he has purchased from the Applicant and paid valuable considerable of Rs.3,25,000/-. The statement recorded by learned Single Judge has been breached.

8. The learned Additional Sessions Judge while rejecting the Application has recorded the reasons in paragraph-6, which reads as under :

“ 6] Perused FIR and documents produced on record. **In the FIR name of present applicant is not mentioned but name of his brother i.e. Aakash Mansing Chavan is specifically mentioned.** From the perusal of supplementary statement of the informant dated

14.06.2025 it is found that the informant has stated before the investigation authority that after registration of crime when **he has enquired at Mukadamwadi, Pandharewadi he came to know that the person whose photograph is affixed in the Notary Agreement is Avinash Mansing Chavan and not Aakash Mansing Chavan**, at the time of execution of notary document Avinash used photograph and Aadhar Card of his brother Aakash and cheated him, therefore, he is having complaint against Avinash Mansing Chavan. From the investigation papers, it is found that **actually the present applicant is the culprit who has cheated the informant by such a manner that informant could not identify him i.e. the real culprit upto lodging report also**. Accordingly, prima facie case is made out against the present applicant. It appears that **the applicant is taking disadvantage of his own criminal act with the contention that his name is not mentioned in the FIR**. For the detail investigation into the crime his custodial interrogation is necessary. Considering above all circumstances it is found that applicant is not entitled for the protection of anticipatory bail. Resultantly, I pass the following order.”

(Emphasis added)

9. It is required to be noted that the said Tractor has been sold by the present Applicant to the First Informant by Agreement of Sale dated 23rd October 2023 by representing the Applicant as Akash Chavan when the Applicant is Avinash Chavan. Said Akash Chavan is the brother of the present Applicant and the Applicant has signed as Akash Mansing Chavan. Thus, it is clear that when

the said Tractor was agreed to be sold, fraud has been played by the present Applicant. Photograph of the present Applicant is affixed to the said Agreement by representing that the present Applicant is Akash Chavan.

10. Thus in the facts and circumstances, the custodial interrogation is necessary.

11. Accordingly, Anticipatory Bail Application is dismissed.

BHALCHANDRA
GOPAL
DUSANE

(MADHAV J. JAMDAR, J.)

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