

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO.2641 OF 2025

Paresh Nagnath Supte	...Applicant
<i>Versus</i>	
The State of Maharashtra, Through Senior PI, Shirur Police Station, Pune	...Respondent

Mr. Prasanna Kishor Shahane, Advocate for Applicant.
Mr. A.R. Metkari, APP for the State.
PSI, Mr. Shubham Chavan, Shirur Police Station, Pune Gramin,
present.

CORAM: MADHAV J. JAMDAR, J.
DATED : 24th September 2025

P.C.:

1. Heard Mr. Shahane, learned Counsel appearing for the Applicant and Mr. Metkari, learned APP for the State.

2. The Applicant is seeking pre-arrest bail in connection with C.R. No.80 of 2023, registered with Shirur, Police Station, Pune Rural, for the offences punishable under Sections 420, 406 read with Section 34 of the Indian Penal Code, 1860.

3. Learned Additional Sessions Judge, Pune by Order dated 26th March 2023 has rejected the pre-arrest bail in Bail Application

No.1315 of 2022 of the present Applicant and co-Accused, Dattaram Sidhu Adhav and Namdeo Sitaram Gawade.

4. The prosecution case is set out in paragraph No.6 of the said Order dated 26th March 2023, which reads as under:

“6] Case of the prosecution is that complainant Dr. Satish Ramdas Andhale earn his livelihood by running Mauli Hospital. He and 22 persons from Shirur Panchkroshi together have planned to establish a housing organization named Mauli Cooperative Home Development Society Maryadit Shirur. He is the main promoter of that house building organization, which together collected Rs.5 lakhs each i.e. total Rs.1.15 crores. In December 2020, applicant Paresh Nagnath Supate who is doing business of commission agent for land purchase and came to him and told that in Survey no.54, he and his 3 brothers in law named Dattatray Siddhu Adhaav, Sanjay Machhindra Gatkhal, Namdev Sitaram Gawde executed registered agreement to sale No.4499/2020 and power of attorney No.4500/2020 with Gayatri Patva and that for the said transaction applicant Paresh Supta and his brothers in law are in need of huge amount. Paresh Supte shown him the said agreement to sale and power of attorney and said that Gayatri Patva has legal right and share in S.No.54 and due to mistake of revenue department on 7/12 extract, after correction in the entry, he will execute sale-deed and all the responsibility will be of Paresh Supta and original owner Gayatri Patwa has consent for this transaction. Thereafter, it is agreed that the share coming to Paresh Supta i.e. 10 R land out of S.No.54, will be sold for

amount of Rs.11.25 lakhs per R i.e. total Rs.1,12,50,000/-. Complainant gave Rs.25,00,000/- till 08/01/2021 and agreement to sale bearing No.216/2021 was executed and notarized in presence of Gayatri Patwa, complainant, Dattatray Siddhu Adhaav, Sanjay Machhindra Gatkhal and Namdev Sitaram Gawde. On the same day, applicant Paresh Supte said that he is in need of Rs.30 lakhs and he would send Mahesh Bafna to collect the same. Dattatray Siddhu Adhaav, Sanjay Machhindra Gatkhal, Namdev Sitaram Gawde told complainant that they have consent of whatever the transaction to be done by Paresh Supte and to give the money to Paresh Supte. Therefore, on 09/01/2021 he gave Rs.29 lakhs, on 18/01/2021 Rs.18 lakhs, on 26/01/2021 Rs.2 lakh, on 09/02/2021 Rs.20 lakhs, on 10/02/2021 Rs.7 lakhs i.e. total Rs.1.06 crores to Mahesh Bafna on the say of Paresh Supte. Complainant took signature of Mahesh Bafna. After that, when complainant asked Paresh Supte from time to time about the purchase, he kept evading and giving different answers. When he inquired, he came to know that there was a dispute between the original owner Gayatri Patwa and Paresh Supte. Therefore, he inquired with Gayatri Patwa. She told him that Paresh Supte assured her that he would deliver land from step sister Sarla @ Shubhlata Bhalgat out of S.No.54 and took her signatures on different papers, so also took her to Jijamata Sahakari bank, Shirur, HDFC ban Shirur and other different bank and took her signatures during 2020 to 20221 and also took her signatures on cheques. Applicant Supte transferred Rs.45 lakhs in her account, however as he took her signatures previously, he transferred the amount of Rs.8.50 lakhs in the account of Parshuram Pandurang Aasawale, Rs.5 lakhs in the account of Pramod Gangawane, Rs.3 lakhs in the account of

Pankaj Kisanrao Jadhav, 13 lakhs in the account of Sajid Rafik Khan and Rs.2.5 lakhs in the account of Zakir Asgar Bagwan. Gayatri told complainant that she did not get any money given by him. Complainant thereafter come to know that applicant Supte withdrawn the said amounts from the account of above said persons. Hence, complainant was sure that applicant and co-accused cheated him and other persons.”

5. The Applicant has earlier filed Anticipatory Bail Application bearing No.3339 of 2023. The same application was allowed to be withdrawn, as learned Counsel for the Applicant has stated that the details of the antecedents are not mentioned in the Anticipatory Bail Application. In the said Anticipatory Bail Application No.3339 of 2023, a learned Single Judge has granted interim protection by Order dated 18th December 2023. Thus, for about 1 year and 10 months, the Applicant was having interim protection.

6. Perusal of record shows that the dispute is primarily of civil nature. Huge amount of about Rs.75,00,000/- has been paid in cash as per the contention of the first informant.

7. Learned APP states that the investigation is completed and Charge-sheet is prepared and same has been sent by the

Investigating Officer to the Deputy Superintendent of Police for approval. Thus, investigation is almost completed.

8. Mr. Shahane, learned Counsel for the Applicant states that the Applicant will completely co-operate with the investigation.

9. Learned APP states that there are antecedents. However, in paragraph No.20 of this Application, details of antecedents are set out. There are four antecedents, two are of the year 2016, one is of the year 2017 and another is of the year 2018. In two cases, the Applicant has been acquitted and other cases are pending.

10. Accordingly, case is made out for grant to pre-arrest bail by imposing stringent conditions. Hence, following Order is passed:

ORDER

- (i) In the event of arrest, the Applicant - Paresh Nagnath Supte be released on bail in C.R. No.80 of 2023, registered with Shirur, Police Station, Pune Gramin, for the offences punishable under Sections 420, 406 read with Section 34 of the Indian Penal Code, 1860

on executing P.R. bond of Rs.1,00,000/- and furnishing one or two sureties in the like amount.

- (ii) The Applicant shall attend the concerned Police Station once in 15 days i.e. on 1st and 3rd Sunday between 11.00 a.m. to 3.00 p.m..
- (iii) The Applicant shall furnish his cell phone numbers 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.

11. The Anticipatory Bail Application is allowed and disposed of accordingly.

BHALCHANDRA
GOPAL
DUSANE

(MADHAV J. JAMDAR, J.)

Digitally signed by
BHALCHANDRA
GOPAL DUSANE
Date: 2025.09.29
12:32:41 +0530