

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO.2883 OF 2025

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Deepak Rajkumar Panchmukh ...Applicant
Versus
The State of Maharashtra ...Respondent

Mr. Kishan Chaudhari, i/by Rajabhau S. Chaudhari, for the Applicant.
Mr. C. D. Mali, APP for the Respondent-State.
P.S.I. Avinash C. Thorat, Ranjangaon MIDC Police Station, District-Pune, present.

CORAM: MADHAV J. JAMDAR, J.
DATED: 15 OCTOBER 2025

P.C.:

1. Heard Mr. Kishan Chaudhari, learned Counsel appearing for the Applicant and Mr. Mali, learned APP for the Respondent-State of Maharashtra.
2. The Applicant, who is the Accused No.14 is seeking pre-arrest bail in connection with CR No.74 of 2025, registered on 10th March 2025 with the Ranjangaon MIDC Police Station, District-Pune, for the offence punishable under Sections 420 read with 34 of the *Indian Penal Code, 1860* (“IPC”).

3. It is the submission of Mr. Chaudhari, 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 IPC. He submitted that the Applicant will co-operate with the investigation.

4. On the other hand, Mr. Mali, learned APP strongly opposes granting pre-arrest bail to the Applicant. He submits 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 IPC 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 FIR 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 would be executed after receipt of permission from the Collector. The FIR 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 FIR further records that in the month of April 2021, Applicant / Accused No. 14 - Deepak Panchmukh was insisting that the lands be transferred in favour of the 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 FIR has been lodged as the Applicant has not paid balance consideration. The FIR further mentions that the Accused No.13 i.e. the wife of the present 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. Perusal of the FIR, *prima facie*, shows that the dispute is predominantly of civil nature. 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 - Deepak Rajkumar Panchmukh be released on bail in CR 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

IPC, on executing a PR 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 on 29th October 2025, 30th October 2025 and 31st October 2025 between 11:00 am to 03:00 pm and thereafter as and when called by the Investigating Officer.
- (iii) The Applicant shall furnish his 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.]