IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.3068 OF 2025

Tejaswini Mitesh Fulfagar And Anr. …Applicants
Versus
State of Maharashtra …Respondent

WITH
INTERIM APPLICATION NO.4400 OF 2025
IN
ANTICIPATORY BAIL APPLICATION NO.3068 OF 2025

Rohit Manikrao Padole …Applicant
Versus
State of Maharashtra …Respondent

Mr. Nitin Gaware Patil a/w Shantanu Kolhe, Advocate for Applicants.
Ms. S.K. Gajare, APP for the State.
Mr. Kumar Subheswar (through Video Conferencing), for the Intervenor.

CORAM: MADHAV J. JAMDAR, J.
DATED : 23rd DECEMBER 2025

P.C.:

1. Heard Mr. Gaware Patil, learned Counsel appearing for the Applicants, Ms. Gajare, learned APP for the Respondent-State and Mr. Subheswar, learned Counsel for the Intervenor.

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.192 of 2025 registered with Nanded City Police Station, Pune, for the offences punishable under Sections 316(2), 318(4) and 3(5) of the Bharatiya Nyaya Sanhita, 2023 ("**BNS**").

3. The prosecution case is set out in Paragraph No.3 of order dated 10th October 2025 passed by learned Additional Sessions Judge, Pune in Criminal Bail Application No.6519 of 2025, which reads as under :

> "*3. The accused persons contracted to sell a flat to the informant complainant on 05/08/2024 for consideration of Rs.71 kahs. The complainant paid token amount of Rs.21,000/-, and over a period of time, made payments of Rs.52.59 lakhs + 2 lakhs (total Rs.54.59 lakhs) to the accused, which was duly accepted by them. In the meanwhile, it unfolded that the flat was already mortgaged to one Axis bank for outstanding loan. When the complainant came to know about it, he approached the accused and questioned him. To this, the accused offered to return the complainant's amount and issued 2 cheques. However, the same were dishonoured. When complainant approached the police station, the accused offered to go for a compromise and entered a Memorandum of Understanding dtd.22/05/2025 about cancellation of deed. Under the same, the accused agreed to return the amount by 30/06/2025. However, the applicants/accused again made a hold face*

> *face. They called the complainant at home on 23/06/2025 and had a wordy duel, and even indulged into physical assault and violence. Matter was again report to P.S. Nanded city. The complainant thus, realized that he was cheated in the deal and thus lodged police report, and the instant FIR came to be registered. Following the same, the applicants/accused are on run and have rushed to this court seeking anticipatory bail.*

4. As per the prosecution case, with complete knowledge that the flat is mortgaged with Axis Bank for outstanding loan , the Applicant without informing the said relevant fact to the First Informant executed agreement of sale with the First Informant on 05th August 2024 for consideration of Rs.71,00,000/- and accepted in aggregate an amount of Rs.54.59 lakhs. Thus, the offence is very serious where insptie of Applicant mortgaging the flat with the Axis Bank, without informing the same to the First Informant has tried to sell the said flat to the First Informant. An aggregate amount of Rs.54.59 lakhs has been accepted by the Applicant. When the First Informant, after getting knowledge that the said flat is already mortgaged with Axis Bank, sought refund of the money, however, the same was also not done by the Applicant. Thus, the offence is very serious and therefore custodial interrogation is necessary.

5. Considering the facts and circumstances, and as the offence is very serious in the present case, custodial interrogation is absolutely essential.

6. Accordingly, no case is made out for grant of the Anticipatory bail. The Anticipatory Bail Application is dismissed.

7. In view of the disposal of the Anticipatory Bail Application nothing survives in the Interim Application and the same is also disposed of.

(MADHAV J. JAMDAR, J.)