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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO.3192 OF 2025

Maning Sharnappa Madale	...Applicant
<i>Versus</i>	
State of Maharashtra	...Respondent

Mr. Niranjan Bhavake, Advocate for Applicant.
Ms. G.P Mulekar, APP for the State.

CORAM: MADHAV J. JAMDAR, J.
DATED : 26th November 2025

P.C.:

1. Heard Mr. Bhavake, learned Counsel appearing for the Applicant and Ms. Mulekar, learned APP for the State.

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.230 of 2025 registered with Baner Police Station, Pune City, for the offences punishable under Sections 3(5), 329(3), 324(2), 340(2), 336(3), 338, 336(2), 318(4) and 319(2) of the Bharatiya Nyaya Sanhita, 2023 ("BNS").

3. The learned Additional Sessions Judge, Pune by Order dated 13th November 2025 passed in Bail Application No.6758 of 2025 has rejected the Anticipatory Bail Application filed by the present Applicant. The prosecution case is set out in paragraph No.2 of the said Order, which reads as under :

“2. Fact of prosecution case is that, on 26/09/2025 as per the report of Mansukhlal Munot, crime in question is registered, alleging that, in the year 1992 plot no. 26, having area 330 sq.mtr. i.e. 3550 sq.ft. out of S. No. 37/1/1 situated at Baner (here in after referred as 'plot in question'), was purchased by him from one Dilip Bafna and others, on 22/09/2025 information supplied by Dilip Bafna to his friend Nemichand Bora, that in **Sakal Newspaper** dt. 31/08/2025 public notice is published about the agreement of sale concern in plot in question in favour of one Madhukar Nimhan. Sum and substance of FIR is that, applicant and co-accused involved in the crime, in furtherance of their common intention, by preparing forge and fabricated document i.e. Adhar card and Pan card executed agreement of sale concern with plot in question in favour of co-accused Madhukar on consideration of Rs. 1 Crore and against the transaction agreement / of sale is executed by accepting Rs. 25 Lakhs, whatever document is executed concern with plot in question by making forgery and cheating by

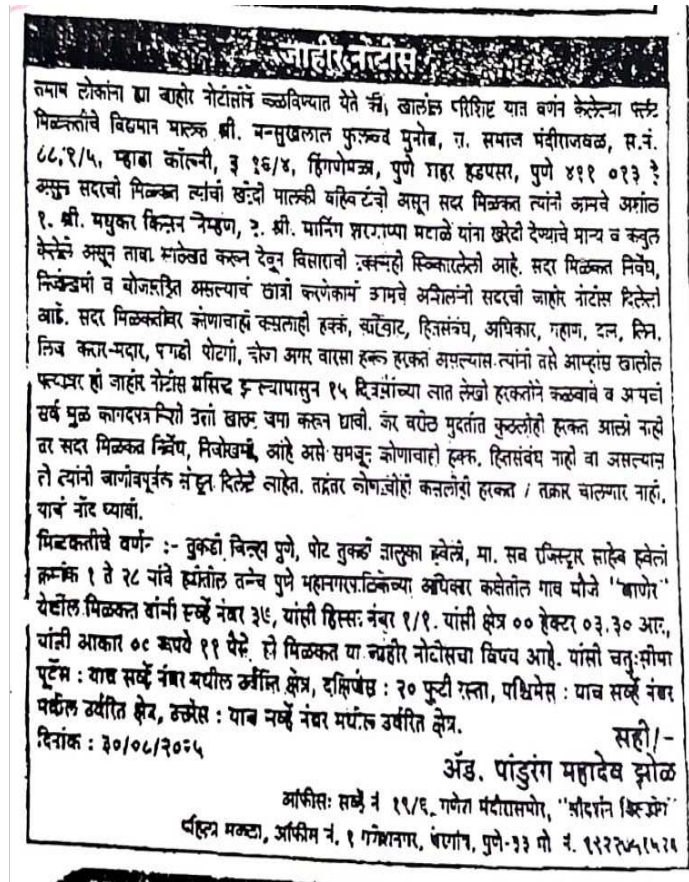
personation and also committed mischief concern with the board installed on plot in question and attempted to take possession of it by making criminal trespass. According to informant, by doing so, offence in question committed by applicant and co-accused involved in the crime. Hence, his report.”

(Emphasis added)

4. It is the submission of Mr. Bhavake, learned Counsel for the Applicant that the Applicant is not involved in the crime. There are no other antecedents and therefore, Anticipatory Bail Application be granted.

5. On the other hand, Ms. Mulekar, learned APP submits that the offence is very serious, where by impersonating the original owner - Mansukhlal Fulchand Munot, by registered Agreement of Sale dated 19th September 2025 although the same is shown to be executed by the First Informant, by impersonating him the property of the First Informant has been sold. She submits that the document of Agreement of Sale got registered by impersonating the First Informant, original owner and for the same purpose, forged and fabricated documents i.e. AADHAR and PAN Cards were also used.

6. Perusal of record shows that the offence is very serious. A Public notice has been issued by the learned Advocate on the instructions of Madhukar Kisan Nimhan i.e. Accused No.5 and the present Applicant i.e. Accused No.4. It is significant to know the contents of the said Public Notice, which reads as under:



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English translation of the same is as under :-

PUBLIC NOTICE

The Public at large are informed by this Public Notice that, the **existing owner of the Flat (Plot) Property described in the Schedule given hereunder is one Shri Mansukhlal Fulchand Munot**, residing at – Near Community Hall, Survey No. 88,1/5, MHADA Colony, E-16/4, Hinganemala, Pune City, Hadapsar, Pune – 411013 and the said property is of his ownership by way of purchase thereof and under his management. **He has agreed and admitted to sell the said property to my Clients by names (1) Shri Madhukar Kisan Nemhan and (2) Shri Maning Sharnappa Matale and has accepted even an Earnest Money by executing a Deed of Agreement to Sell in respect thereof.** My Clients have published this Public Notice to ensure that the said property is free from any dispute, risk and encumbrance. If any person has any right, management, interest, authority of whatsoever nature by way of mortgage, gift, lien, lease agreement, Pagri, Maintenance, encumbrance, heirship right or objection in respect of the said property, then he/she shall inform us to that effect by recording the objection in writing, within a period of 15 days from the date of publication of this Public Notice, at the address mentioned hereinbelow and shall satisfy us about the same together with all original documents in respect thereof. If no objection of whatsoever nature is received within the above mentioned time period, then, by deeming that the said property is free from any dispute and risk and that nobody has any right thereto or interest therein and that if anybody has any such right or interest therein,

he/she has knowingly released and relinquished the same, no objection / complaint of whatsoever nature that will be received from anyone after the aforesaid period will be entertained, which may please be noted.

DESCRIPTION OF THE PROPERTY :

The Property viz. the land bearing Survey No. 37, Hissa No. 1/1, admeasuring 00 Hectares and 03.30 Are, Assessment thereof Rs.00 and Paise 11, situated at Village – ‘Baner’, with the limits of Pune Municipal Corporation, within the jurisdiction of the Sub Registrar, Haveli No. 1 to 28, Sub-Division and Taluka – Haveli, Division and District – Pune is the subject matter of this Public Notice. The Four Boundaries thereof are – On or towards East – Remaining area from out of the land bearing the very Survey Number, on or towards South – 20 Ft. wide road, on or towards West – Remaining area from out of the land bearing very Survey Number, on or towards North – Remaining area from out of the land bearing very Survey Number :

Date: 30/08/2025

Sd/-

Advocate Pandurang Mahadeo Jhol.
Office Address : Office No.1, “Shreedarshan” Building,
First Floor, Survey No. 19/6, Opp. Ganesh Temple,
Ganesh Nagar, Thergaon, Pune – 33.
Mobile No. 9922751526.

- x - x - x - x - x - x - x

(Emphasis added)

7. As per the prosecution case, the First Informant – Mansukhlal Munot has never entered into any transaction including the said registered Agreement of Sale dated 19th September 2025 with the present Applicant i.e. Maning Sharnappa Madale and co-Accused Madhukar Nimhan and by impersonating him the false and fabricated registered agreement of sale dated 19th September 2025 was got into existence.

8. Ms. Mulekar, learned APP states that the forged and fabricated registered Agreement of Sale dated 19th September 2025 registered was created by the Applicant and other co-Accused by impersonating the First Informant who is the owner of the property and said document is registered at Purandar Registrar's office, though the property is at Baner. She further submits that during the investigation, it was revealed that the co-Accused Madhukar Nimhan has paid an amount of Rs.25,00,000/- (Rupees Twenty-Five Lakhs) in the account opened in the name of Mansukhlal Munot by impersonating him and the said account is created by all the Accused by forging and fabricating the documents. Thereafter the said amount was received in the account of co-Accused Popat and from the said account, various amounts have gone to the

account of various Accused including the present Applicant, who received an amount of Rs.50,000/-.

9. Perusal of record shows that the Applicant is *prima facie* involved in very serious crime.

10. The Supreme Court in the case of ***Nikita Jagganath Shetty alias Nikita Vishwajeet Jadhav v. State of Maharashtra***¹, has held that the Anticipatory Bail is an exceptional remedy and ought not to be granted in a routine manner. There must exist strong reasons for extending indulgence of this extraordinary remedy to a person accused of grave offences. It has been further held that while called upon to exercise the said power, the Court concerned has to be very cautious as the grant of interim protection or protection to the accused in serious cases may lead to miscarriage of justice and may hamper the investigation to a great extent as it may sometimes lead to tampering or distraction of the evidence. The said observations of the Supreme Court are squarely applicable to the present case.

1 2025 SCC OnLine SC 1489

11. The Supreme Court in the case of **State Rep. by the C.B.I. Vs.**

Anil Sharma² has held in paragraph No. 6 as follows :

“6. We find force in the submission of the CBI that custodial interrogation is qualitatively more elicitation-oriented than questioning a suspect who is well ensconced with a favourable order under Section 438 of the Code. In a case like this effective interrogation of a suspected person is of tremendous advantage in disinterring many useful informations and also materials which would have been concealed. Success in such interrogation would elude if the suspected person knows that he is well protected and insulated by a pre-arrest bail order during the time he is interrogated. Very often interrogation in such a condition would reduce to a mere ritual. The argument that the custodial interrogation is fraught with the danger of the person being subjected to third-degree methods need not be countenanced, for, such an argument can be advanced by all accused in all criminal cases. The Court has to presume that responsible police officers would conduct themselves in a responsible manner and that those entrusted with the task of disinterring offences would not conduct themselves as offenders.”

Thus, what has been held by the Supreme Court that the custodial interrogation is qualitatively more elicitation-oriented than questioning a suspect who is well ensconced with a favourable order under Section 438 of the Code. It has been held that for

² (1997) 7 SCC 187

effective interrogation of a suspected person in a serious case, custodial interrogation is necessary.

12. This is a case where the present Applicant has *inter alia* purchased the property of the First Informant by impersonating the First Informant who is the owner of the property. In the Public Notice, the Applicant's name is specifically mentioned. The registered Agreement of sale dated 19th September 2025 has also been got executed *inter alia* in favour of the Applicant by impersonating the original owner i.e. the First Informant. Apart from that, an amount of Rs.50,000/- has also been received in the account of the present Applicant from co-Accused. Thus, in the facts and circumstances, custodial interrogation is absolutely necessary.

13. This Court by Order dated 18th November 2025 allowed withdrawal of Anticipatory Bail Application No. 3171 of 2023 filed by the Co-Accused-Sujay Sudam Pinjan, as this Court was not inclined to grant anticipatory bail.

14. As the offence committed is very serious and committed with pre-planning and many accused are involved in the crime, custodial interrogation is absolutely essential.

15. Accordingly, in the facts and circumstances, no case is made out for grant of anticipatory bail.
16. The Anticipatory Bail Application is dismissed.

(MADHAV J. JAMDAR, J.)