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HIGH COURT OF CHHATTISGARH AT BILASPUR

MCRCA No. 1736 of 2026

1. Anish Sahu S/o. Ravikant Sahu Aged About 25 Years R/o Polsai Para, Near Ayodhyawasi Dharmshala, Ps. Durg, Tehsil And District Durg Chhattisgarh.

... Applicant

versus

1. State Of Chhattisgarh Through Police Station Mohan Nagar, District Durg Chhattisgarh.

... Non-applicant

For Applicant	:	Mr. Khulesh Sahu, Advocate
For Non-applicant	:	Ms. Sunita Manikpuri, Government Advocate

SB: Hon'ble Shri Justice Parth Prateem Sahu

Order On Board

04/11/2026

1. This is the first bail application filed under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (for short 'BNSS') for grant of anticipatory bail to applicant who is apprehending his arrest in connection with Crime No.657 of 2026 registered at Police Station Mohan Nagar, District – Durg (C.G.) under Sections 318 (4), 3 (5) of the Bharatiya Nyay Sanhita, 2023.

2. The prosecution case, in brief, is that complainant Vijay Singh Chauhan lodged a written complaint alleging that in 2024, Ajay Sahu, an LIC Development Officer, introduced him to Lokesh Khullar, a land broker, and induced him to invest in the purchase of land by assuring him substantial profits within a short period. Thereafter, on 07.10.2024, a deal was finalised for the purchase of land bearing Khasra Nos. 809/1, admeasuring 0.1024 hectare, and 809/2, admeasuring 0.1022 hectare, situated at Village Urla, Patwari Halka No. 16, Sikola Darg. Lokesh Khullar executed an agreement on a stamp paper of Rs.50/-. At the request of Ajay Sahu and Lokesh Khullar, the complainant issued two cheques of Rs.50,000/- and Rs.45,000/- in favour of Vimal Sahu. It is further alleged that, without getting the land demarcated, the accused Amit Sahu, Ajay Sahu and Lokesh Khullar entered into a transaction for its sale to another person and got the sale deed registered. The allegation against applicant is that he has also signed the agreement to sell as witness. Based on the complaint, aforementioned FIR was registered against which, the applicant is apprehending his arrest.

3. Learned counsel for the applicant submits that the applicant is innocent and has been falsely implicated in the case. Applicant is only a witness to the agreement to sell executed between the complainant and Devendra Sahu, Nisha Sahu,

Kusum Sahu, Puspha Sahu, he has no role to play in commission of offence and he has acted only as a mediator.

4. On the other hand, learned State Counsel opposes the submissions of learned counsel for the applicant and submits that applicant had introduced the complainant to the recorded land owner stating that the land is available for sale and thereafter got the sale agreement executed between the complainant and Devendra Sahu, Kusum Sahu, Nisha Sahu, Puspha Sahu on 7.10.2024. She further contended that the land, which is subject matter of the agreement, was already sold by the recorded land owner to some other persons.

5. I have heard learned counsel for parties.

6. Taking into consideration the facts and circumstances of the case, the nature of allegation, submission made by learned counsel for respective parties and further considering that prior to date of execution of agreement to sell, applicant has already purchased the said property from recorded owners namely Devendra Sahu, Kusum Sahu, Nisha Sahu, Puspha Sahu and thereafter again facilitated sell of said land by the recorded land owners, I am not inclined to grant anticipatory bail to the applicant. Accordingly, the anticipatory bail application is rejected.

Sd/-
(Parth Prateem Sahu)
Judge

roshan/-