



**IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD**

36 ANTICIPATORY BAIL APPLICATION NO. 1678 OF 2025

1. Rajendra Mahadu Mane,
Age; 54 years, Occ; Service,
R/o; Flat No. 103, Shaudamani Sadan,
Ram nagar, Near ICICI Bank,
Ausa Road, Latur. ...APPLICANT

VERSUS

1. State of Maharashtra,
Through Officer Incharge,
Police Station Ausa,
District Latur.
2. The Superintendent of Police,
Latur. ...RESPONDENTS.

...
Advocate for Applicant : Mr. Salunke Sudarshan J.
APP for Respondents/State : Mr. S.A. Gaikwad
...

CORAM : MEHROZ K. PATHAN, J.

DATE : 06.04.2026.

PER COURT :

1. Heard the learned counsel for the respective parties.
2. The applicant has approached this Court seeking anticipatory bail in Crime No. 167 of 2025 registered with Ausa Police Station, District Latur for the offence punishable under Sections 318-4, 115-2, 352, 351-2, 351-3 of the Bhartiya Nyaya Sanhita, 2023.

3. The prosecution's case is that one Girjappa Bhagwan Babu Gore lodged the F.I.R. thereby stating that he along with his brother Balaji had sold out his ancestral property i.e. Gat No.136 and 137 area admeasuring 11 acre 10 gunthas on 09.09.2011 through present applicant/accused Rajendra for full and final consideration Rs.1,25,00,000/-. Accused Rajendra received the above amount of sale consideration and by giving promise that he would provide suitable property elsewhere. The present applicant/accused avoided to return the amount or honour the promise. Hence, the informant had lodged F.I.R. bearing C.R.No.160/2018 u/s. 420, 504, 506 read with 34 of the I.P.C. against present applicant Rajendra, his wife Rekha and father-in-law Raosaheb Shinde and Hanumant Kamble. Thereafter present applicant/accused undertook to return amount of Rs.1,25,00,000/- or suitable plot. Consequently upon his request the police case was withdrawn. However, the present applicant/accused again avoided to make the aforesaid payment and honour his promise. On 29.02.2024 in the Gram Panchyat Office, in the presence of reputed persons of the village, the present applicant admitted the receipt of Rs.1,25,00,000/-consideration amount of sale of land and promised to return the same in three installments in the next seven months and executed a memorandum in that regard duly signed by him and panchas. Despite that he did not return the amount. On 25.04.2025 when the informant met the applicant/accused Rajendra

and demanded return of amount, he started abusing him and refused to make the payment, manhandled him, threatened him and thereby cheated him by giving false assurance and did not return the amount.

4. The learned counsel for the applicant Mr. Salunke, submits that the allegations against the applicant are inherently improbable. Identical allegations were made in the year 2016 and same had resulted into filing of the “C” summary by the police authority vide communication dated 01.03.2017. A Copy of the “C” summary is placed on record and marked as “X” for identification. The “C” summary shows that same was filed on the basis of affidavit given by the present applicant that the complainant is not having any grievance against the applicant.

5. The learned counsel Mr. Salunke for the applicant further submits that this Court vide order dated 24.09.2025 has protected the applicant on certain conditions to attend the investigating officer and co-operate with the investigation. The applicant has co-operated with the investigation and is further ready to abide by any of the condition that may be imposed by this Court. The applicant has no criminal antecedents and hence the applicant may be released on bail.

6. As against this, the learned APP strongly opposed the application on the ground that the Complainant cheated the innocent villager who had entrusted amount with the applicant out of trust, as the applicant has acted as broker in the earlier transaction. The applicant has misused the amount so deposited by the Complainant with him and cheated the Complainant. The FIR bearing No. 160 of 2016 was withdrawn by the Complainant on the assurance given by the applicant that the applicant would return the amount. The complaint was taken note of by the Grampanchyat and in the presence of the Members of the Grampanchyat, the applicant executed an agreement with the Complainant that he would return back the amount stage wise. The said agreement was signed by many members of the Grampanchyat, who were present in the meeting as witnesses. The custodial interrogation of the applicant is thus necessary to complete the investigation.

7. I have gone through the investigation papers made available by the learned APP. It shows that the investigation is almost complete. The applicant has co-operated in view of the interim order passed by this Court on 24.09.2025, hence further custodial interrogation of the applicant is not necessary, since the evidence that has been collected is of the documentary in nature, I am inclined to exercise the discretion to protect the applicant by way of

anticipatory bail, hence the following order :

ORDER

- (i) The Anticipatory Bail Application is allowed.
- (ii) The interim order dated 24.09.2025 is hereby confirmed. The applicant is directed to attend the concerned police station as and when called by the Investigating Officer.
- (iii) The Applicant shall also cooperate with the investigation.
- (iv) The Applicant shall not pressurize the prosecution witnesses and shall not tamper with the prosecution evidence, in any manner.
- (v) The applicant shall furnish copies of his Aadhaar Card and PAN Card to the Investigating Officer along with his residential address if the applicant is transferred from the present posting.
- (vi) Needless to state, violation of any of the aforesaid conditions shall entitle the prosecution to seek cancellation of the anticipatory bail.
- (vii) The observations made herein above are prima facie in nature and shall not influence the Trial Court while deciding the case on its own merits.

8. The Anticipatory Bail Application is disposed of accordingly.

(MEHROZ K. PATHAN, J.)