

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO.2718 OF 2025

Prakash Bhikamchan Chajjed ...Applicant
Versus
The State of Maharashtra ...Respondent

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WITH
INTERIM APPLICATION NO.3764 OF 2025
IN
ANTICIPATORY BAIL APPLICATION NO.2718 OF 2025

Rahul Arora ...Applicant
IN THE MATTER BETWEEN:
Prakash Bhikamchan Chajjed ...Applicant
Versus
The State of Maharashtra ...Respondent

WITH
ANTICIPATORY BAIL APPLICATION NO.2806 OF 2025

1. Kiran Bhalchandra Thatte
2. Uday Bhalchandra Thatte
3. Mahesh Ravindra Gadgil ...Applicants
Versus
The State of Maharashtra & Anr. ...Respondents

WITH
ANTICIPATORY BAIL APPLICATION NO.2840 OF 2025

Abhijeet Narendra Kate ...Applicant
Versus
The State of Maharashtra ...Respondent

WITH
ANTICIPATORY BAIL APPLICATION NO.2838 OF 2025

Sandeep Sahebrao Pawar	...Applicant
<i>Versus</i>	
The State of Maharashtra & Anr.	...Respondents

WITH
ANTICIPATORY BAIL APPLICATION NO.2852 OF 2025

Moti Udharam Panjabi	...Applicant
<i>Versus</i>	
The State of Maharashtra	...Respondent

WITH
INTERIM APPLICATION NO.3880 OF 2025
IN
ANTICIPATORY BAIL APPLICATION NO.2852 OF 2025

Rahul Arora	...Applicant
<u>IN THE MATTER BETWEEN:</u>	
Moti Udharam Panjabi	...Applicant
<i>Versus</i>	
The State of Maharashtra	...Respondent

WITH
ANTICIPATORY BAIL APPLICATION NO.2878 OF 2025

Raju Ram Panjabi	...Applicant
<i>Versus</i>	
The State of Maharashtra	...Respondent

WITH
INTERIM APPLICATION NO.4257 OF 2025

IN

ANTICIPATORY BAIL APPLICATION NO.2878 OF 2025

Rahul Arora	...Applicant
<u>IN THE MATTER BETWEEN:</u>	
Raju Ram Panjabi	...Applicant
<i>Versus</i>	
The State of Maharashtra	...Respondent

WITH

ANTICIPATORY BAIL APPLICATION NO.2877 OF 2025

1. Jitendra Sundardas Panjabi	
2. Naresh Ramchandra Panjabi	...Applicants
<i>Versus</i>	
The State of Maharashtra	...Respondent

WITH

INTERIM APPLICATION NO.4290 OF 2025

IN

ANTICIPATORY BAIL APPLICATION NO.2877 OF 2025

Rahul Arora	...Applicant
<u>IN THE MATTER BETWEEN:</u>	
1. Jitendra Sundardas Panjabi	
2. Naresh Ramchandra Panjabi	...Applicants
<i>Versus</i>	
The State of Maharashtra	...Respondent

Mr. Ashutosh Kumbhkoni, Senior Advocate a/w. Mr. Omkar R. Patil i/b. Mr. Tukaram Shendge, for the Applicant in ABA/2852/2025
Mr. Amit Desai, Senior Advocate a/w. Ms. Minal Chandnani, for the Applicant in ABA/2878/2025.
Mr. Ravi Kadam, Senior Advocate a/w. Mr. Shekhar Jagtap i/b. J. Shekhar Associates, for the Applicant in ABA/2718/2025.
Mr. Pranav Bhadeka, Senior Advocate a/w. Mr. Rajesh Ranglani, for

the Applicants in ABA/2877/2025.

Mr. Rizwan Merchant a/w. Mr. Mohit Jagiasi and Ms. Khushboo Goklani h/f. Mr. Monish Bhatia, for the Applicants in ABA/2806/2025.

Ms. Sairuchita Chowdhary, for the Applicants in ABA/2838/2025 and ABA/2840/2025.

Mr. Satish Maneshinde, Senior Advocate, Mr. Murlidhar Kumar, Mr. Niranjan Mundargi, Mr. Sameer Pandit, Ms. Krina Gandhi, Ms. Chandni Turakhiya i/b. Wadia Ghandy & Co., for the First Informant/Applicant/Respondent No.2.

Ms. G. P. Mulekar, APP, for the Respondent-State in ABA/2718/2025 and ABA/2806/2025.

Ms. S. M. Yadav, APP, for the Respondent-State in ABA/2840/2025 and ABA/2838/2025.

Mr. S. M. Mangaonkar, APP, for the Respondent-State in ABA/2852/2025 and ABA/2878/2025.

Ms. R. V. Newton, APP, for the Respondent-State in ABA/2877/2025.

Mr. Suhas Patil, API, EOW, Pune City, Pune, present.

CORAM: MADHAV J. JAMDAR, J.

DATED : 12th FEBRUARY 2026

PC:-

1. Heard Mr. Kumbhkoni, learned Senior Counsel appearing for the Applicant/Accused No.4- Moti Udharam Panjabi (Anticipatory Bail Application No.2852 of 2025), Mr. Desai, learned Senior Counsel appearing for the Applicant/Accused No.19-Raju Ram Panjabi (Anticipatory Bail Application No.2878 of 2025), Mr. Kadam, learned Senior Counsel appearing for the Applicant/Accused No.17-Prakash Bhikamchan Chajjed (Anticipatory Bail Application No.2718 of 2025), Mr. Bhadeka,

learned Senior Counsel appearing for the Applicant/Accused No.1- Jitendra Sundardas Panjabi and the Applicant/Accused No.2- Naresh Ramchandra Panjabi (Anticipatory Bail Application No.2877 of 2025), Mr. Merchant, learned Counsel appearing for the Applicants/Accused Nos.9 to 11- Kiran Bhalchandra Thatte, Uday Bhalchandra Thatte and Mahesh Ravindra Gadgil (Anticipatory Bail Application No.2806 of 2025), Ms. Chowdhary, learned Counsel appearing for the Applicant/Accused No.19- Sandeep Sahebrao Pawar (Anticipatory Bail Application No.2838 of 2025) and the Applicant/Accused No.18-Abhijeet Narendra Kate (Anticipatory Bail Application No.2840 of 2025), Mr. Maneshinde, learned Senior Counsel appearing for the First Informant, Ms. Mulekar, learned APP, Mr. Mangaonkar, learned APP, Ms. Newton, learned APP and Ms. Yadav, learned APP appearing for the Respondent-State in respective Anticipatory Bail Applications.

2. These applications are filed under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 seeking pre-arrest bail in connection with C.R. No.149 of 2025 registered with Lashkar Police Station, Pune City, Pune, for the offences punishable under

Sections 111, 318(4) and 61(2) of the Bharatiya Nyaya Sanhita, 2023 (“**the BNS**”).

3. The prosecution case as reflected in the statement of the First Informant -Rahul Rajeev Arora is as follows:

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N.C.R.B (एन.सी.आर.बी)

I.L.F.-I (एकीकृत अन्वेषणफॉर्म - १)

.अन्वये मा. पोलीस आयुक्त, पुणे शहर यांचे मान्यतेने व आदेशाने दाखल करण्यात आला आहे.

जबाब दि. 23/08/2025

माझे नाव राहुल राजीव अरोरा, वय 51 वर्ष, व्यवसाय- सॉफ्टवेअर कंपनी, रा. 24 के., सिरोंना, बाणेर हिल्स, पुणे मो. क्र. 9820879914. Email Id- rahul.r.arora@gmail.com

मी वर नमुद पत्त्यावर माझ्या परिवारासह राहण्यास आहे. माझी मुंबई येथे सॉफ्टवेअर कंपनी असून, सदर कंपनीचे मार्फत मी सॉफ्टवेअर डेव्हलपमेंटचा व्यवसाय करतो. आज रोजी मी आर्थिक गुन्हे शाखा, पोलीस आयुक्त कार्यालय, पुणे शहर येथे समक्ष हजर राहिलो. मी जीतु पंजाबी, राजु पंजाबी व इतर 14 लोकांच्या विरोधात माझी फसवणुक केलेबाबत तक्रारी अर्ज दिला होता. सदर तक्रारी अर्जाच्या अनुषंगाने माझे सांगणे की,

सन 1769 मध्ये पेशवे सरकार यांनी नारायण विश्वनाथ भट (थत्ते) यांना मौजे ताथवडे मधील स. नं. 99 मध्ये 36 हे 42 आर जमीन इनाम स्वरूपात दिली होती. नमुद जमीन सन 1953 साली महाराष्ट्र इनाम आबोलिशन ॲक्टनुसार शासनाने ताब्यात घेवून, सातबारा उता-यावर शासनाचे नाव लावले. नमुद जमीनीवरील शासनाचे नाव कमी होवून, नारायण विश्वनाथ भट (थत्ते) यांचे वारस नारायण लक्ष्मण थत्ते यांनी त्यांचे नाव लावणे कामी मा. जिल्हा सत्र न्यायालय, पुणे येथे सिव्हील अपील दावा क्र. 188/1973 अन्वये दावा दाखल केला. सदर प्रकरणाचा दिनांक 07/06/1974 रोजी मा सत्र न्यायालयाने नारायण लक्ष्मण थत्ते यांचे बाजुने निकाल दिला. सदर निकालाच्या विरोधात महाराष्ट्र शासनाने उच्च न्यायालया मध्ये अपिल क्र. 919/1974 दाखल केले. मा. उच्च न्यायालयाने दिनांक 02/07/1981 रोजी नारायण थत्ते यांच्या बाजुने निकाल दिला. सदर निकालाच्या अनुषंगाने महाराष्ट्र शासनाने नारायण लक्ष्मण थत्ते व त्यांच्या कुटुंबियांचे नाव सातबारा उता-यावर लावून त्यांना ताबा पावती करून ताबा दिला.

माझे वडील राजीव हिरालाल अरोरा यांनी वर नमुद 36 हे 42 आर जमीनी पैकी 34 हे 35 आर. जमीन विकत घेतलेली आहे. सदर जमीनी मधील 1 आणा हिस्सा जनार्दन रामचंद्र अगाशे व त्यांचे कुटुंबाकडून हवेली 13 कार्यालया मध्ये दस्त क्र. 1618/1988 अन्वये दिनांक 31/03/1988 रोजी खरेदी खत केले असून, नारायण थत्ते व त्यांचे कुटुंबाने संमती दिली तसेच उर्वरित 15 आणा हिस्सा नारायण लक्ष्मण थत्ते व त्यांचे कुटुंबिय यांचे कडून हवेली 13 कार्यालयामध्ये दस्त क्र. 1619/1988 अन्वये दिनांक 31/03/1988 रोजी खरेदीखत केले व त्यास जनार्दन आगाशे व त्यांचे कुटुंबियांनी संमती दिली. त्यानंतर लागलीच सदर जमीनीचा ताबा माझ्या वडीलांना मिळालेला असून त्यास कंपाउंड करून आम्ही सदर ठिकाणी सुरक्षा रक्षक ठेवलेले आहेत. नमुद जमीनीच्या सातबारा उता-यावर सन 2019 मध्ये माझ्या वडीलांनी फेरफार क्र. 6235 अन्वये माझे, माझा भाऊ रोहीत अरोरा आणि माझी आई पुनम अरोरा यांची नावे लावलेली आहेत. सदर स. नं. 99 मध्ये 36 हे 42 आर जमीनी पैकी 34 हे 35 आर. जमीन माझ्या कटुंबाचे नावे, 1 हे 20 आर. जमीन भिडे व सुकडीकर यांचे नावे आणि 0.87 हे. जमीन मुंबई पुणे हायवे ॲथॉरिटी यांचे नावे आहे. मुंबई पुणे हायवे ॲथॉरिटी यांनी त्यांचे नाव सातबारा उता-यावर नमुद केलेले नसल्याने 0.87 हे या क्षेत्रावर नारायण थत्ते व त्यांचे वारस अशी एकुण 17 नावे नमुद आहेत. भिडे व सुकडीकर यांचे 1.20 हे क्षेत्र वर्धमान डेव्हलपर्स यांनी खरेदी केले असून, आज रोजी त्यांचे नाव सातबारा उता-यावर नमुद आहे.

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N.C.R.B (एन.सी.आर.बी)

L.I.F.-I (एकीकृत अन्वेषणफॉर्म - १)

सन 1995 मध्ये इंदिराबाई वामन थते व त्यांचे कुटुंबियांनी आम्ही विकत घेतलेल्या जमीनीमध्ये त्यांचा दोन तृतीयांश हिस्सा असल्याचे आम्हाला सांगितले आणि त्यांचा हिस्सा मिळणेकामी त्यांनी मा. दिवाणी न्यायालयामध्ये दिवाणी दावा क्र. 54/1998 दाखल केला. सदर दाव्याच्या अनुषंगाने इंदिराबाई थते यांनी सादर केलेल्या कागदपत्र बाबत शासकिय रेकॉर्डची पाहणी केली असता, त्यामध्ये सन 1859 व 1860 साली इंदिराबाई थते यांचे पती वामन थते यांचे पणजोबा नारायण थते यांना निळकंठ शास्त्री यांनी दत्तक घेतले बाबतचा पुरावे नसल्याने दत्तकपुत्र हक्क नाकारल्या बाबत ब्रिटीशकालीन असिस्टंट इनाम कमिशनर व इनाम कमिशनर यांनी पारित केलेली ऑर्डर मिळाली. सदर दाव्यामध्ये आम्ही आमचे म्हणणे मा. दिवाणी न्यायालया मध्ये दाखल केलेले आहे. त्यानंतर सदर दाव्यामध्ये नागेश थते यांनी अर्ज देवुन त्यांचा ही एक तृतीयांश हिस्सा असल्याचे म्हणणे सादर केले. त्यानंतर सदर दाव्यामध्ये एक तृतीयांश हिस्सा इंदिराबाई थते यांचा एक तृतीयांश हिस्सा नागेश थते यांचा आणि उवरित एक तृतीयांश हिस्सा आमचा असा युक्तिवाद चालू झाला. वास्तविक पाहता इंदिराबाई आणि नागेश थते यांचा नमुद जमीनीशी काहीही संबंध नाही. नमुद जमीनीवर लेटीगेशन निर्माण करण्यासाठी इंदिराबाई आणि नागेश थते यांनी दिवाणी न्यायालयामध्ये दावा दाखल केला आहे. सदर दाव्याची सुनावणी मा. दिवाणी न्यायालय, शिवाजीनगर येथे अद्याप प्रलंबित आहे. सदरचा दावा खुप वर्षे प्रलंबित राहील्याने आम्ही दावेदार यांचा सदर जमीनी मध्ये हक्क नसतानाही, तडजोड करण्याचे ठरविले तशी आमची बोलणी चालू झाली आणि नागेश थते व त्यांचे कुटुंबातील लोकांना 55 कोटी रुपये देण्याचे ठरले. दरम्यान वर नमुद जमीनीच्या लगत रामागुप (एलिफंटा व रामा सिनर्जी) यांचा मेट्रो लाईफ नावाने बांधकाम प्रकल्प सुरु होता. सदर प्रकल्पासाठी त्यांना आणखी जमीनीची आवश्यकता असल्याने, त्यांनी आमच्या जमीनी मधुन 5 एकर जमीन खरेदी करण्याचा प्रस्ताव आम्हाला दिला. सदरचा व्यवहार पुर्ण करण्यासाठी रामा गुप मधील जितेंद्र पंजाबी यांच्यासोबत दि. 19/02/2021 रोजी त्यांच्या घरी सिंध सोसायटी, बंगला नं. 311, औंध, पुणे या ठिकाणी बैठक झाली. त्यानंतर दिनांक 02/09/2021 रोजी फॅब कॅफे, औंध येथे व त्यानंतर दिनांक 06/09/2021 रोजी माझे पार्टनर ललितकुमार जैन यांचे 2409, ईस्टस्ट्रीट, कॅम्प, पुणे येथे बैठक झाली. आमच्यामध्ये झालेल्या बैठकामध्ये 5 एकर जमीन 55 कोटी रुपयांना विक्री करण्याचे ठरले. सदर व्यवहाराच्या अनुषंगाने मी जितेंद्र पंजाबी व नरेश पंजाबी यांना आमच्या नावा वरिल वर नमुद मिळकती मध्ये नागेश थते आणि त्यांचे कुटुंबासोबत चालू असलेल्या दाव्याबाबत व आमच्या तडजोडीच्या बोलण्याबाबत माहिती सांगितली. तसेच सदर व्यवहार मधुन मिळणारी रक्कम नागेश थते यांना देवुन, सदरचा वाद सोडवणार असल्याचे सांगितले. त्याप्रमाणे मिनिट्स ऑफ मिटींग बनविलेले आहेत, परंतु त्यावर अद्याप सहया झालेल्या नाहीत. तसेच सदर व्यवहाराच्या अनुषंगाने आमच्या मध्ये व्हाट्सअप आणि मेल व्दारे एकमेकांना माहिती पाठविलेली आहे.

आमचा दिवाणी न्यायालय शिवाजीनगर, पुणे येथे दिवाणी दावा क्र. 54/1998 हा प्रलंबित असताना, जमीन बळकाविण्याच्या उद्देशाने, गुन्हेगारी कटाची आखणी करुन किरण थते, उदय थते व महेश गाडगीळ यांनी एक तृतीयांश हिस्साच्या व्यवहार एलिफंटा रियलटी (रामा गुप) जितेंद्र पंजाबी आणि राजु पंजाबी यांच्याशी केलेला आहे. एलिफंटा रियलटी (रामा गुप) चे राजु राम पंजाबी आणि मोती उधराम पंजाबी यांना किरण थते,

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N.C.R.B (एन.सी.आर.बी)

I.L.F.-I (एकीकृत अन्वेषणफॉर्म - १)

उदय थते व महेश गाडगीळ यांनी नमुद जमीनी बाबत मा. दिवाणी न्यायालयामध्ये एक तृतीयांश हिस्स्यासाठी दावा प्रलंबित असताना, सदर जमीनीशी काहीही संबंध नसताना, सातबारा उता-यावर त्यांची नावे नमुद नसताना त्यांनी आर्टिकल ऑफ अॅग्रीमेंट बनवुन अँड कैलास मुरलीधन जाधव, पिंपरी चिंचवड यांचेकडे सिरीयल क्रमांक 223/2025 प्रमाणे दिनांक 20/03/2023 रोजी नोटरी करून 96 कोटी 25 लाख रुपयामध्ये जमीन विक्री केली असुन, पाच कोटी रुपये अँडव्हान्स मध्ये दिलेले आहेत.

वर नमद जमीन व्यवहाराच्या अनुषंगाने एलिफंटा रिएल्टी मधील राजु पंजाबी आणि मोती पंजाबी यांनी नागेश थते यांचे सोबत केलेल्या व्यवहारा मध्ये आमच्या नावावरिल जमीनीच्या सातबारा उता-यावर नागेश थते कुटुंबियांचे महसुल कार्यालया मध्ये नाव लावणे तसेच आमच्या कडुन सदर जमीनीचा ताबा घेणे याबाबतचे कामकरण्यासाठी गुन्हेगारी प्रवृत्तीच्या 1) निलेश श्रीकांत जोशी 2) दत्तात्रय जानोबा पिंगळ 3) लक्ष्मण पिनलमल कटारिया 4) बादल बाळासाहेब घस्ते 5) विशाल शांताराम अल्हाट आणि 6) धनंजय मुकुंद लेले यांच्याशी अँड महेंद्र भिमराव काकड हवेली जि पुणे यांचेकडे सिरीयल क्र. 543/2023 दिनांक 06/04/2023 रोजी नोटरी केलेला आहे. सदर कामासाठी वरिलसहा जनांना एकुण 35 कोटी रुपये मोबदला देण्यात येणार आहे आणि त्यामधील अँडव्हान्स म्हणुन 2 कोटी रुपये देण्यात आलेले आहेत. जितेंद्र पंजाबी यांच्या सोबत माझे 5 एकर जमीन विक्री करण्याबाबतच्या वेळी मी त्यांना नागेश थते सोबत चालु असलेल्या दिवाणी दाव्याची माहिती दिलेली असताना, त्यांनी सदरची माहिती त्यांचे एलिफंटा रिएल्टी मधील पार्टनर राजु पंजाबी आणि मोती पंजाबी यांना देवुन, नागेश थते यांचे कुटुंबिय आणि आमच्या जमीनीबाबत सातबा-या उता-यावर नाव लावणे व आमच्याकडुन ताबा मिळवुन देण्यासाठी 1) निलेश श्रीकांत जोशी 2) दत्तात्रय जानोबा पिंगळ 3) लक्ष्मण पिनलमल कटारिया 4) बादल बाळासाहेब घस्ते 5) विशाल शांताराम अल्हाट आणि 6) धनंजय मुकुंद लेले यांच्याशी मिळुन आमच्या नावा वरिल जमीन बळजबरीने बळकाविण्यासाठी गुन्हेगारी कट रचुन, आमच्या 200 कोटीपेक्षा जास्त किंमतीच्या जमीनीच्या हिश्या संबंधित त्रयस्थ संबंध निर्माण करुन आमचे आर्थिक नुकसान केले आहेत. तसेच मुंबई पुणे हायवे अॅपॉरिटी यांनी त्यांचे नाव सातबारा उता-यावर नमुद केलेले नसल्याने 0.87 हे या क्षेत्रावर नारायण थते व त्यांचे वारस अशी एकुण 17 नावे नमुद आहेत. सदर 0.87 हे क्षेत्रावर 17 नावापैकी एक नाव असलेल्या प्रियवंदा सुशिल कुमार मराठे व श्रीराम सुशिल कुमार मराठे यांनी आमच्या हिश्या मधील जमीनीवर सदरचे 0.87 हे क्षेत्र वर्धमान डेव्हपर्सच्या प्रोजेक्टच्या बाजुलाच आहे असे खोटे दाखवुन वर्धनान युपचे प्रकाश भिकाचंद छाजेड यांच्याशी साठेखत दुय्यम निबंधक कार्यालय हवेली 24 यांचे कार्यालयामध्ये दस्त क्र. 11333/2024 प्रमाणे दि. 09/05/2024 रोजी बनविलेले आहे. सदर दस्ता मध्ये सदरच्या जागेचा ताबा तिच्याकडे नाही आणि वाटणीपत्र झालेले नाही अस नमुद केले करून, त्याची पुर्तता करण्यासाठी अभिजीत नरेंद्र काटे आणि संदिप साहेबराव पवार या दोघांसोबत एम.ओ.यु. केलेला असुन, त्याबदल्यात त्यांना 1 कोटी 20 लाख रुपये देण्यात आलेले आहेत. तसेच प्रियवंदा सुशिल कुमार मराठे यांनी केलेल्या साठेखतास संमती देणार म्हणुन सहया केलेल्या आहेत. सदर दस्तास सौमित्र सुशिल कुमार मराठे याने दुय्यम निबंधक कार्यालय हवेली 24 यांचे कार्यालया मध्ये दस्त क्र 12037/2024 मान्यतापत्र दस्त प्रमाणे दिनांक 17/05/2024 रोजी मान्यतापत्र दस्त केलेला आहे. सदर व्यवहारा मधील व्यवहार 12 कोटी 65 लाखा मध्ये

N.C.R.B (एन.सी.आर.बी)

LLF-I (एकीकृत अन्वेषणफॉर्म - १)

ठरलेला आहे त्यामधील अँडव्हान्स रक्कम 80 लाख यांना दिलेली असून उर्वरित रक्कम जमीन नावावर झाल्यावर देण्याचे ठरले आहे. सातबारा उता-यावरील नावे कमी झालेली नाहीत याचा गैर फायदा घेवून प्रियंवदा मराठे आणि तिच्या दोन मुलांनी वर्धमान युपचे प्रकाश छाजेड आणि संमती देणार अभिजीत काटे आणि संदिप पवार यांच्याशी मिळून गुन्हेगारी कट रचून आमच्या जमीनीच्या नकाशावर वर्धमान असोसिएट यांचे प्रकल्पाच्या बाजूला आमच्या जमीनी मध्ये सदरची 0.87 हे जागा आहे असे खोटे दाखवून बेकादेशिर साठेखत बनवले आहे. संदीप पवार व एलिफंटा रिप्लटीला सध्यास देणारे बादल गस्ते हे एकमेकांचे जुने सहकारी असून, नागेश थते यांचे कुटुंबियांचे वकील वर्धमान असोसिएट यांचे वकील एकच असून, त्यांचे नाव अँड. अमोल पटार्डत आहेत यावरून देखील एकमेकांच्या सहकार्याने गुन्हेगारी कट रचून, केलेले आहे हे स्पष्टपणे दिसून येते. तसेच अँड. पुरुषोत्तम कामठे हे वर्धमान डेव्हलपर्स, प्रियंवदा मराठे व संदीप पवार यांचा देखील वकील वेगवेगळ्या प्रकरणात काम करतात त्यामुळे या सर्वांना सदर जमीनी बाबत असणा-या प्रत्येक गोष्टीची माहिती आहे. तसेच नागेश थते यांचे कुटुंबाने दावा क्रमांक 54/1998 मध्ये मला पार्टी केलेले आहे, परंतु वर्धमान डेव्हलपर्स यांना कोठेही पार्टी केल्याच दिसून येत नाही. सन 1985 मध्ये 1.20 आर. जमीन विश्वनाथ थते यांनी सुकडीकर-लाककर यांना खरेदी दिली. सुकडीकर-लाककर यांनी भिडे यांना सन 2007 मध्ये दिली त्यानंतर वर्धमान डेव्हलपर्स यांनी 2018 मध्ये भिडे यांचे कडून खरेदी केलेल्या जमीनी मध्ये प्रियंवदा मराठे यांची कोठेही सही नाही. तसेच सदर जमीनी बाबत किरण भालचंद्र थते, उदय भालचंद्र थते व महेश रविंद्र गाडगीळ यांनी कोणतेही हरकत नोंदवलेली नाही. वर्धमान डेव्हलपर्स यांनी सदर जमीनीवर बांधकाम करून, फ्लॅट व शॉप विक्री केलेले आहेत.

तरी दिनांक-06/09/2021 रोजी ते आज पावेतो किरण भालचंद्र थते, उदय भालचंद्र थते व महेश रविंद्र गाडगीळ यांचा आमचे जमीनीमध्ये काही एक संबंध नसताना, सदर जमीनी बाबत न्यायालयात दावा चालू असताना, सातबारा उतारावर नावे नसताना एलिफंटा रियलटी (रामा युप) चे मोती उधाराम पंजाबी, राजु राम पंजाबी, जितेंद्र सुंदरदास पंजाबी व नरेश राम पंजाबी यांचे सोबत जमीन विक्रीचा व्यवहार केला. तसेच आमचे जमीनीचा ताबा घेणेसाठी गुन्हेगारी प्रवृत्तीच्या 1) निलेश श्रीकांत जोशी 2) दत्तात्रय जानोबा पिंगळ 3) लक्ष्मण पिनलमल कटारिया 4) बादल बाळासाहेब घस्ते 5) विशाल शांताराम अल्हाट आणि 6) धनंजय मुकुंद लेले यांना काम दिले. तसेच प्रियंवदा सुशिलकुमार मराठे, श्रीराम सुशिलकुमार मराठे व सोमित्र सुशिलकुमार मराठे यांनी सातबारा उता-यावरील नावे कमी झालेली नाहीत याचा गैर फायदा घेवून वर्धमान युपचे प्रकाश भिकाचंद छाजेड यांचेसोबत जमीन विक्रीचा व्यवहार केला व ताबा घेणेसाठी अभिजीत नरेंद्र काटे आणि संदिप साहेबराव पवार यांना काम दिले. वर नमूद सर्व इसम व इतर यांनी आपसात संगणमत करून, कट रचून, बेकायदेशिर दस्त बनवून माझी जमीन बळकवण्याचा प्रयत्न केला आहे म्हणून माझी त्यांचे विरुद्ध तक्रार आहे.

13. Action taken: Since the above information reveals commission of offence(s) u/s as mentioned at Item No. 2.

(केलेली कारवाई: बाब क्र.२ मध्ये नमूद केलेल्या कलमान्वये वरील अहवालावरून अपराध दिसून आल्यामुळे):

English translation of the same is as under:

“STATEMENT, Date 23.08.2025.

My name is Rahul Rajeev Arora, Age – 51 Years, Occupation – Software Company, Residing at – 24 K. Sirona, Baner Hills, Pune, Mobile Phone No. 9820879914. E-mail ID – rahul.r.arora@gmail.com.

I along with my family stay at the aforesaid address. I run a Software Company at Mumbai and I do a Software Development Business through the said Company. Today, I have remained present in the Office of the Economic Offences Wing, situated at the Office of Police Commissioner, Pune City. I had filed my Complaint Application against Jitu Panjabi, Raju Panjabi and 14 other persons for their committing cheating on me. In connection with the said Complaint Application, I state as under :-

In the year 1769, the Peshwa Government had given as Inam the land admeasuring 36 Hectares and 42 Are from the land bearing Survey No. 99, situated at Village – Tathavade to one Narayan Vishwanath Bhat (Thatte). In the year 1953, as per the provisions of the Maharashtra Inam Abolition Act, the Government took possession of the said land and entered the name of the Government in the Seven-Twelve Extract of the said land. In order get the name of the Government that was entered against the said land deleted and to get entered his own name, one Narayan Laxman Thatte, heir of said Narayan Vishwanath Bhat (Thatte) filed a Civil Appeal-Suit bearing No. 188/1973 before the Hon’ble District Sessions Court at Pune. On the date 07.06.1974, the Hon’ble Sessions Court decided the said matter in favour of Narayan Laxman Thatte. The Government of Maharashtra challenged the said decision by filing an appeal bearing No. 919/1974 before the Hon’ble Bombay High Court. Even the Hon’ble Bombay High Court,

on the date 02.07.1981, decided the said Appeal in favour of Narayan Thatte. Pursuant to the said Decision, the Government of Maharashtra entered the name of Narayan Laxman Thatte and his family members on the Seven-Twelve Extract, executed a Possession Receipt, handed over the possession of the said land to him.

My father by name Rajeev Hiralal Arora has purchased the land admeasuring 34 Hectares and 35 Are, from out of the said land admeasuring 36 Hectares and 42 Are. Further, the 1 Anna share from out of the said land has been purchased from Janardan Ramchandra Agashe and his Family and the Sale Deed in respect thereof has been got registered in the Office of the Registrar, Haveli-13, vide Instrument No. 1618/1988, dated 31.03.1988. Narayan Thatte and his Family has given consent thereto. Similarly, the remaining 15 Annas share has been purchased from Narayan Laxman Thatte and his Family and the Sale Deed in respect thereof has been got registered in the Office of the Registrar, Haveli-13, vide Instrument No. 1619/1988, dated 31.03.1988. Janardan Agashe and his Family has given consent thereto. My father has got the possession of the said land immediately thereafter and by putting up a compound around the said land, we have deputed Security Guards at the said land.

In the year 2019, my father got entered my name and also the names of my brother Rohit Arora and my mother Punam Arora on the Seven-Twelve Extract of the said land vide the Mutation Entry No. 6235. In the said land bearing Survey No. 99, admeasuring 36 Hectares and 42 Are, the land admeasuring 34 Hectares and 35 Are stands in the name of my family. Similarly, the land admeasuring 1 Hectare and 20 Are stands in the names of Bhide and Sukadikar and the land admeasuring 0.87 Hectares stands in the name of Mumbai-Pune Highway Authority. As the Mumbai-Pune Highway

Authority has not got entered its name to the area on its Seven-Twelve Extract, the names of Narayan Thatte and his heirs, thus in all 17 persons, stand entered against the area admeasuring 0.87 Hectares. The area admeasuring 1.20 Hectares of Bhide and Sukadikar has been purchased by Vardhaman Developers and as of today, its name stands entered in the Seven-Twelve Extract of the said land.

In the year 1995, Indirabai Waman Thatte and her family members told us that they have two-third share in the land that has been purchased by us and in order to get their said share, they filed a Civil Suit bearing No. 54/1998 before the Civil Court. In the matter of the said Suit, when the record available with the Government was perused in connection with the documents submitted by said Indirabai Thatte, an Order was found having passed by the British Era Assistant Inam Commissioner and Inam Commissioner, rejecting the right of Narayan Thatte, great-grandfather of Waman Thatte, husband of Indirabai Thatte, as Adopted Son of one Nilkanth Shastri, in the year 1859 and 1860 for want of evidence. We have submitted our say in the said Suit before the Hon'ble Civil Suit. Thereafter, one Nagesh Thatte filed an application in the said Suit and claimed therein that he also had his one third share therein. Thereafter, in the said matter it was argued that Indirabai Thatte had her one third share, Nagesh Thatte had his one third share and we have our one third share. In fact, Indirabai and Nagesh Thatte do not have any connection of whatsoever nature with the said land. Indirabai and Nagesh Thatte have filed their Civil Suits before the Civil Court for creating a litigation in the said land. The hearing into the said Suit is still pending before the Civil Court at Shivaji Nagar. As the said Suit remained pending for a number of years and despite the Claimants having no right to the said land, we decided to arrive at a settlement

and we started our negotiations accordingly. During the course of said negotiations, it was decided to pay a sum of Rs. 55 Crores to Nagesh Thatte and his family members.

In the meantime, a building project of Rama Group (Elephanta and Rama Synergy) under the name 'Metro Life' was underway on the land located adjacent to the abovementioned land and as the said Group needed more land for its said project, it gave us an offer of purchasing the land admeasuring 05 Acres from out of our land. In order to complete the said transaction, a meeting with Jitendra Panjabi from said Rama Group was held on the date 19.02.2021 at his house at Bungalow No. 311, Sindh Society, Aundh, Pune. Thereafter, another meetings were held on the dates viz. on 02.09.2021 at Fab Cafe, Aundh and on the date 06.09.2021, at the place of my Partner by name Lalitkumar Jain at 2409, East Street, Camp, Pune. During the course of said meetings that held between us, it was agreed to sell the 05 Acres land for a sum of Rs.55 Crores. In connection with the said transaction, I informed Jitendra Panjabi and Naresh Panjabi about the Suits that were going on between Nagesh Thatte and his family members and us in respect of the aforesaid land standing in our name and the settlement talks between us. I also informed them that, the said dispute will be settled by paying the money that will be received from the aforesaid transaction, to Nagesh Thatte. The Minutes of the Meetings have been prepared accordingly, but the same have not yet been signed. Similarly, we have exchanged between ourselves the information in relation to the said transaction through WhatsApp and E-mail.

Even while our Civil Suit No. 54/1998 was pending before the Civil Court at Shivaji Nagar, Pune, one Kiran Thatte, Uday Thatte and Mahesh Gadgil, with an intention to grab the land, hatched a criminal conspiracy, entered into with Jitendra

Panjabi and Rama Panjabiof Elephanta Realty (Rama Group), a transaction in respect of the one-third share in the land.

Thereafter, said Kiran Thatte, Uday Thatte and Mahesh Gadgil, despite having the Suit filed for one third share remained pending before the Civil Court and having no connection of whatsoever nature with the land and having their names not even entered on the Seven-Twelve Extract, entered into an instrument of Article of Agreement with Raju Ram Panjabi and Moti Udham Panjabi of Elephanta Realty (Rama Group), got the same notarised from Advocate Kailas Muralidhan Jadhav, from Pimpri Chinchwad, on the date 20.03.2023 at Sr. No. 223/2025 (? 2023) and sold the land for a sum of Rs. 96 Crores and 25 Lacs. In the said transaction, an amount of Rs. 05 Crores has been paid in advance.

In connection with the aforesaid land transaction entered into with Nagesh Thatte; Raju Panjabi and Moti Panjabi from Elephanta Realty entered into an instrument with the persons by names (1) Nilesh Shrikant Joshi, (2) Dattatray Dnyanoba Pingal, (3) Laxman Pinalmal Kataria, (4) Badal Balasaheb Ghaste, (5) Vishal Shantaram Alhat and (6) Dhananjay Mukund Lele of criminal tendency for getting entered the name of Nagesh Thatte and his family on the Seven-Twelve Extract of the land standing in our name in the Revenue Records and also for taking possession of the said land from us and got the said instrument notarised from Advocate Mahendra Bhimrao Kakad, from Haveli, District – Pune on the date 06.04.2023 at Sr. No. 543/2023. A total amount of Rs.35 Crores will be paid as consideration to all six of them for carrying out the said work and an amount of Rs.2 Crores from out of the said amount has been paid in advance. While making a deal with Jitendra Panjabi about selling my 05 Acres land, I had informed him about the Civil Suit going on against

Nagesh Thatte. Even then he passed the said information to Raju Panjabi and Moti Panjabi, his Partners from Elephanta Realty, who, in turn, hatched a criminal conspiracy, entered into an instrument with the persons by names (1) Nilesh Shrikant Joshi, (2) Dattatray Dnyanoba Pingal, (3) Laxman Pinalmal Kataria, (4) Badal Balasaheb Ghaste, (5) Vishal Shantaram Alhat and (6) Dhananjay Mukund Lele for getting entered the name of Nagesh Thatte and his family on the Seven-Twelve Extract of the land standing in our name and also for forcibly grabbing and taking away possession of the aforesaid land standing in our name from us and by creating a third party interest in the land of our share valued at more than Rs. 200 Crores, caused us a financial loss.

Similarly, as the Mumbai-Pune Highway Authority has not got entered its name on the Seven-Twelve Extract of the land admeasuring 0.87 Hectares, the name of Narayan Thatte and his heirs, thus in all 17 persons stand entered against the said area. One Priyavanda Sushilkumar Marathe and Shriram Sushilkumar Marathe whose names are among those 17 other names entered against the area admeasuring 0.87 Hectares, by making false representations that the said 0.87 Hectares area which is a part of the land of our share situates adjacent to the land where the Project of Vardhaman Developers is underway, entered into a Deed of Agreement to Sell with Prakash Bhikachand Chhajed of Vardhaman Group and got the same registered in the Office of the Sub Registrar, Haveli – 24, on the date 09.05.2024 being Instrument No. 11333/2024. By mentioning in the said instrument that she is not in the possession of the said land and that no Partition Deed has been executed, she has entered into an M. O. U. with two persons by names Abhijeet Narendra Kate and Sandeep Sahebrao Pawar for getting done compliance in respect thereof and has paid them a sum of Rs.1 Crore and

20 Lakhs in lieu thereof. Similarly, they have affixed signatures to the Deed of Agreement to Sell executed by Priyavanda Sushilkumar Marathe as Party Giving Consent. In order to confirm the said transaction under the said instrument, Saumitra Sushilkumar Marathe has executed a Deed of Confirmation and has got the same registered in the Office of the Sub Registrar, Haveli-24 on the date 17.05.2024 being an Instrument No.12037/2024. The deal under the said transaction has been fixed to an amount of Rs.12 Crores and 65 Lakhs. From out of the said amount, an amount of Rs.80 Lakhs has been paid in advance and it has been agreed to pay the remaining amount after the land is transferred to their name. Further, taking disadvantage of the fact that the names on the Seven-Twelve Extract have not been deleted, Priyavanda Marathe and her two sons hatched a criminal conspiracy with Prakash Chhajed from Vardhaman Group and Abhijeet Kate and Sandeep Pawar who have given their consent to the said transaction and by showing false in the map of our land that the said 0.87 Hectares land is a part of our land and is situated adjacent to the land where the project of Vardhaman Associates is underway, executed an unlawful Deed of Agreement to Sell. Sandeep Pawar and Badal Ghaste, providing services to Elephanta Realty are old associates of each other. Similarly, the Advocate of Nagesh Thatte's family and of Vardhaman Associates is one and the same Advocate and his name is Advocate Amol Patait. From this also, it is clearly seen that they have hatched the criminal conspiracy with the help of each other. Similarly, Advocate Purushottam Kamthe of Vardhaman Developers and Advocate of Priyavanda Marathe and Sandeep Pawar work (together) in various matters and therefore, they all have every information about the said land. Further, the Nagesh Thatte's family has made me party in Suit No. 54/1998, however, it is nowhere seen that they have made Vardhaman Developers as

a Party. In the year 1985, Vishwanath Thatte sold the land admeasuring 1.20 Are to Sukadikar – Lakkar. Thereafter, said Sukadikar-Lakkar sold the same to Bhide in the year 2007 and thereafter, in the year 2018, Vardhaman Developers purchased the same from Bhide, however, the signature of Priyavanda Marathe does not appear anywhere in the said Sale Deed in respect of the purchased land. Moreover, Kiran Bhalchandra Thatte, Uday Bhalchandra Thatte and Mahesh Ravindra Gadgil have not registered any objection of whatsoever nature in respect of the said land. The Vardhaman Developers have constructed buildings on the said land and have sold the flats and shops constructed therein.

Thus, from the date 06.09.2021, till today, in spite of the fact that Kiran Bhalchandra Thatte, Uday Bhalchandra Thatte and Mahesh Ravindra Gadgil have no connection of whatsoever nature with our land and that the Suit in respect of the same is pending before the Court of Law and that no names have been mentioned on the Seven-Twelve Extract, they entered into a transaction in respect of the said land with Moti Udham Panjabi, Raju Ram Punjabi, Jitendra Sundardas Panjabi and Naresh Ram Panjabiof Elephanta Realty (Rama Group). Moreover, they engaged the persons by names (1) Nilesh Shrikant Joshi, (2) Dattatray Dnyanoba Pingal, (3) Laxman Pinalmal Kataria, (4) Badal Balasaheb Ghaste, (5) Vishal Shantaram Alhat and (6) Dhananjay Mukund Lele of criminal tendency for taking possession of our land from us. Similarly, by taking undue advantage of the fact that their names have not been deleted from the Seven-Twelve Extract, Priyavanda Sushilkumar Marathe, Shriram Sushilkumar Marathe and Saumitra Sushilkumar Marathe entered into a transaction of selling the land with Prakash Bhikachand Chhajed of Vardhaman Group and entrusted the work of taking possession of the land to Abhijeet Narendra

Kate and Sandeep Sahebrao Pawar. All the above named persons and other persons have colluded with each other, have hatched a plot, prepared an unlawful instruments and have made attempts to grab my land and therefore, I have a lawful complaint against them.

13. Action taken : Since the above information reveals commission of offence(s), under section as mentioned at Item No. 2”

4. Mr. Kumbhkoni, learned Senior Counsel and Mr. Bhadeka, learned Senior Counsel who are appearing for the accused - members of the Panjabi family raised the following contentions:

- i. It is submitted that the entire dispute is of civil nature and the same has been given colour of criminality. It is submitted that Elephanta Realty LLP is a limited liability partnership firm of which the accused Nos.1, 3 and 4 are the partners. The said firm entered into Agreement for Sale dated 25th March 2025 with legal heirs and representatives of original co-owner- Nagesh Thatte with respect to their 1/3 share undivided share for consideration of Rs.96.25 crores out of which, an amount of Rs.23 crores has already been paid.

- ii.** It is submitted that the said Agreement for Sale specifically stipulates that partition and separate possession of the property shall take place only upon the final judgment and decree of the suit for partition (Special Civil Suit No.54 of 1998), which is pending in the District Court, Pune. It is submitted that the same is not a Sale Deed and just Agreement for Sale and therefore, no right is created in favour of those accused. It is submitted that even the possession is with the First Informant and therefore, by no stretch of imagination, Section 111 of the BNS concerning land grabbing and organised crime will apply.
- iii.** It is submitted that in terms of Section 44 of the Transfer of Property Act, 1882, the co-owner of the immovable property has right to transfer his undivided share or interest.
- iv.** As far as the Service Agreement is concerned, the said agreement specifically provides time lines and the said Service Agreement has thereafter being terminated and the payment which has been received by those persons after two days of termination of Service Agreement, in fact, were paid

by the cheques along with termination notice and the said cheques were thereafter deposited in the bank and therefore amount was received after the termination of those Service Agreement. In any case, it is submitted that the dispute is of civil nature and therefore, the custodial interrogation is not necessary.

5. Mr. Kadam, learned Senior Counsel appearing for the accused No.17-Prakash Chajjed who has purchased the property from one Priyamvada Marathe by registered Agreement of Sale dated 9th May 2024 raised the following contentions:-

- i. It is submitted that in fact, the Civil Suit has been filed by Kumar Urban Development Pvt. Ltd. and Others through Lalit Kumar Jain and Rahul Rajeev Arora against Priyamvada Sushilkumar Marathe and others including Prakash Chajjed i.e. accused No.17. It is submitted that in the said suit Exhibit-5 application has been filed and by order dated 11th July 2024, the learned 8th Joint Civil Judge, Senior Division, Pune refused to grant any relief and thereafter, the subject FIR has been filed on 23rd August 2025. It is submitted that

thus malafidely FIR has been filed after the Civil Court refused to grant any ad-interim relief. It is submitted that the said order is not even challenged before the Higher Court. In any case, it is submitted that the dispute is of civil nature and therefore, the custodial interrogation is not necessary.

ii. It is submitted that the contentions which have been raised in the said civil dispute are that vendors of the present Applicants has no right, title and interest. It is submitted that admittedly, the vendors i.e. Priyamvada Marathe belongs to Thatte family and she is daughter of Vishwanath Thatte. She was excluded in the Conveyance Deed dated 9th May 2010, which was executed between Thatte family through Lalitkumar Kesarimal Jain, Rahul Rajeev Arora, Rohit Rajeev Arora, Punam Rajeev Arora, Surendra Kapur HUF through Rajeev Hiralal Arora and M/s. Kumar Urban Development Pvt. Ltd. as purchasers, wherein Rajeev Arora has shown as confirming party. Learned Senior Counsel pointed out the decree which has been passed in Special Civil Suit No.1153 of 1995 and Special Civil Suit No.1154 of 1995 (Page Nos.105 to 140) (Anticipatory Bail Application No.2718 of

2025) and submitted that the said consent decree was passed in said Special Civil Suit No.1153 of 1995 and Special Civil Suit No.1154 of 1995 on 28th June 2000. However, the Defendant No.2 Vishwanath Ganesh Thattee has passed away on 21st July 1998 and the legal heirs of the Deceased Defendant No.2 were not brought on record and therefore, the said decree is not binding on the legal heirs of Vishwanath Thatte. Learned Senior Counsel therefore, submitted that the legal heirs and representatives of late Vishwanath Thatte i.e. Priyamvada Marathe has title to the subject property and the same has been purchased by registered Agreement of Sale dated 9th May 2024.

6. Mr. Merchant, learned Counsel appearing for the accused Nos.9 to 11-Kiran Thatte, Uday Thatte and Mahesh Gadgil submitted that the subject properties are of the said Thatte family and they have got share in the property. Mr. Merchant, learned Counsel submitted that as co-owners are having share in the property, these Applicants i.e. accused Nos.9, 10 and 11 have sold the property in favour of Elephanta Realty LLP. Learned Counsel

submitted that dispute if any, is of civil nature and therefore, the custodial interrogation is not necessary.

7. Ms. Chowdhary, learned Counsel appearing for the accused No.19-Sandeep Pawar and the accused No.18-Abhijeet Kate submitted that they were service providers and their role is limited as set out in clause No.13 of the Agreement for Sale dated 9th May 2024. She submitted that therefore, the custodial interrogation is not necessary.

8. On the other hand, Mr. Maneshinde, learned Senior Counsel appearing for the First Informant-Rahul Rajeev Arora raised the following contentions:-

- i. Learned Senior Counsel tendered a chart wherein, role of each accused has been set out. Learned Senior Counsel submitted that in the year 1769, the land was granted as “Inam” by Peshwas to the family of Narayan Bhat and Vishwanath Bhat (Thatte). At the time of enactment of the Maharashtra Personal Inams Abolition Act, 1955, the Laxman Chimanji Thatte branch of the family was in

possession and using the land. The said Thatte family has three branches, which are as follows:

(a) Waman Vishwanath Thatte Branch

(b) Nagesh Vishwanath Thatte Branch

(c) Laxman Chimanji Thatte Branch

ii. It is submitted that Waman Thatte and Nagesh Thatte branch lost their right in “Inam” after the enactment of the Maharashtra Personal Inams Abolition Act, 1955 and exclusive rights are vested with Laxman Chimanji Thatte branch as Laxman Chimanji Thatte was in actual possession and occupation of the land when the Maharashtra Personal Inams Abolition Act, 1955 came into force. Learned Senior Counsel submitted that the same was confirmed by order dated 7th June 1974 passed by the learned District Judge, Pune.

iii. It is submitted that the First Informant’s family purchased subject land by registered Agreement for Sale dated 31st March 1988 from Laxman Thatte branch and the said sale

was further given effect to by consent decree dated 28th June 2000 passed by the learned Civil Judge, Senior Division, Pune and registered Deed of Conveyance dated 26th November 2012.

iv. Learned Senior Counsel pointed out schedule of payment as set out in the agreement dated 20th March 2023 executed by the family members of Thatte family in favour of Elephanta Realty LLP with which the accused Nos.1 to 4 are concerned. It is submitted that members of the Thatte family executed said registered Agreement dated 20th March 2023 without any right, title and interest and inspite of that, the rights have been created in favour of said Elephanta Realty LLP and huge consideration of Rs.96,25,00,000/- has been agreed to be paid. Learned Senior Counsel pointed out clause No.7 (Pages 426 to 428 of Anticipatory Bail Application No.2852 of 2025) and clause No.11 (Pages 431 and 432 of Anticipatory Bail Application No.2852 of 2025) and submitted that the manner in which these clauses are set out in the Agreement of Sale clearly shows that the same is for the purpose of land grabbing and cheating. Learned

Senior Counsel submitted that Section 111 of the BNS clearly applies to this case.

- v. Learned Senior Counsel pointed out Service Agreement executed between said Elephanta Realty LLP and accused Nos.12 and 13. Learned Senior Counsel submitted that thus the offence is very serious where the custodial interrogation is necessary. Learned Senior Counsel therefore, submitted that all these Anticipatory Bail Applications be dismissed.

9. Ms. Mulekar, learned APP, Mr. Mangaonkar, learned APP and Ms. Yadav, learned APP strongly opposed the Anticipatory Bail Applications. They submitted that the offence is very serious. All of them submitted that the Applicants are not co-operating with the investigation and have not produced the documents. All of them submitted that the offence is concerning land grabbing and organised crime and therefore, the custodial interrogation is necessary.

10. In view of the said contention raised by learned APPs, learned Counsel appearing for the Applicants submit that the

Applicants are ready and willing to submit the documents and said documents will be furnished to the Investigating Officer within a period of one week.

11. Perusal of the record shows that subject land is Survey No.99 at Village-Tathawade, Taluka- Mulshi, District- Pune admeasuring 34 hectares 35 Ares. In the year 1769, the subject land was granted as “Inam” to the family of Narayan Vishwanath Bhat (Thatte) by Peshwas. Said Thatte family has three branches namely, Waman Vishwanath Thatte branch, Nagesh Vishwanath Thatte branch and Laxman ChimANJI Thatte Branch.

12. It is the submission of Mr. Maneshinde, learned Senior Counsel that branch of Laxman ChimANJI Thatte was in actual and physical occupation of the subject land and therefore, after enactment of the Maharashtra Personal Inams Abolition Act, 1955, branch of Laxman ChimANJI Thatte became the absolute owners of the subject property. Learned Senior Counsel submits that accordingly, the same was confirmed by the learned District Judge by order dated 7th June 1974 and by further order dated 2nd July 1989. It is the submission of Mr. Maneshinde, learned Senior

Counsel appearing for the First Informant that these two orders were never challenged by the accused Nos.9 to 11 or their predecessors and therefore, other branches of said Thatte family namely of Waman Vishwanath Thatte and Nagesh Vishwanath Thatte have no right, title and interest in the subject property and therefore sale/ creation of right, title and interest by the members of these two branches of the Thatte family is serious offence of land grabbing and also of organised crime.

13. In view of the above contentions, it is necessary to set out certain factual aspects:-

- i. Perusal of the record shows that members of Waman Vishwanath Thatte branch and Nagesh Vishwanath Thatte branch have filed Special Civil Suit No.54 of 1998 in the Court of Civil Judge, Senior Division, Pune at Pune. To the said suit inter alia members belonging to Laxman Chimanji Thatte branch are impleaded as the Defendants as also the First Informant. The said suit has been filed by the family members belonging to Waman Vishwanath Thatte

branch and Nagesh Vishwanath Thatte branch seeking partition and separate possession of their $\frac{1}{3}$ share each against the members of Laxman Chimanji Thatte branch.

- ii. In the meanwhile, as it is the contention that subject property is of the absolute ownership of branch of Laxman Chimanji Thatte branch, the First Informant's family purchased the said land by registered Agreement for Sale dated 31st March 1988 and the possession has been handed over subsequently on execution of the Deed of Conveyance dated 26th November 2010.
- iii. In the meanwhile, Special Civil Suit No.1153 of 1995 and Special Civil Suit No.1154 of 1995 were filed by Rajeev Hiralal Arora, Hiralal Ramrattan Manaktala and Surendra Kapur. The present First Informant is a son of Plaintiff No.1-Rajeev Hiralal Arora. It is relevant to note that to the said suit, Vishwanath Ganesh Thatte was arrayed as party – Defendant No.2

and he passed away on 21st July 1998 and without bringing his heirs on record namely Priyamvada Marathe and others, consent decree was obtained in those two suits on 28th June 2000.

- iv.** Said Priyamvada Marathe and others executed registered Agreement to Sale dated 9th May 2024 in favour of Accused No.17- Prakash Bhikamchan Chajjed with respect to their share in the subject property.
- v.** It is the submission of the First Informant that pursuant to Agreement for Sale dated 31st March 1988, Conveyance Deed dated 26th November 2010 and consent decree dated 28th June 2000 passed in Special Civil Suit No.1153 of 1995 and Special Civil Suit No.1154 of 1995, the First Informant is the absolute owner of the said property.
- vi.** In view of the contention raised by the First Informant it is required to note the issues framed in Special Civil

Suit No.54 of 1998 which has been filed by members of Waman Vishwanath Thatte branch and Nagesh Vishwanath Thatte branch *inter alia* against members of Laxman ChimANJI Thatte branch as also against the First Informant. The said issues are very relevant, which are as under:

“ISSUES in Spl.C.S. No.54/1998 :-

- 1. Whether plaintiffs prove their right, title and interest over the suit property to the extent of 2/3rd share viz. 1/3rd of plaintiff no.2 and 1/3rd of plaintiff nos.3 to 10?***
- 2. Whether impleading plaintiff nos.3 to 10 is illegal and on this count suit is liable to be dismissed?***
- 3. Whether suit is within limitation?***
- 4. Whether defendant nos. 1. to 12 prove their exclusive ownership and possession over the suit property?***
- 5. What are the effects of Judgment and Decree in Civil Appeal No.919 of 1974 over this suit?***
- 6. Whether suit is correctly valued? If not what are the effects?***

7. Whether defendants prove that suit is not maintainable in view of the provisions of Inam Act?

8. Whether suit is not maintainable for non-payment of court fee?

9. Whether plaintiff is entitled to the reliefs sought?

10. What order decree and costs?”

“In view of order passed below Ex.337 following is the recasted issue no.9.

9] Whether the Sanad dated 12/07/1911 granted in favour of VN. Thatte is valid and illegal? ”

(Emphasis added)

- vii. It is significant to note that the issues inter alia are concerning whether the Plaintiffs have right, title and interest over the suit property to the extent of $\frac{2}{3}$ share, whether the Defendant No.1 to 12 proved their exclusive ownership and possession over the suit property i.e. vendors of the First Informant, etc. The most important issue is regarding effect of Judgment and Decree in Civil Appeal No.919 of 1974 on the

basis of which it is the contention of Mr. Maneshinde, learned Senior Counsel that vendors of the First Informant's family have got absolute right, title and interest in the subject property. The issue No.9, which has been added by order dated 30th November 2015 is concerning whether the Sanad dated 12th July 1911 granted in favour of V. N. Thattee is valid and illegal. Thus, it is very clear that a dispute concerning the title of vendors of the First Informant is pending in said Special Civil Suit No.54 of 1998.

- viii.** It is also very relevant to note that accused No.17-Prakash Chajjed purchased undivided interest of Priyamvada Marathe, Shriram Marathe, Sushilkumar Marathe who are the legal heirs of deceased-Vishwanath Ganesh Thatte by Agreement of Sale dated 9th May 2022 and thereafter, Confirmation Deed dated 17th May 2022 has been executed by Sumitra Sushilkumar Marathe on 4th June 2024.

- ix.** Said Priyamvada Marathe filed a complaint with the Police Commissioner, Pimpri-Chinchwad, Pune against Rahul Arora (First Informant), Punam Arora and Kumar Urban Development Corporation.
- x.** Thereafter Kumar Urban Development Corporation through Lalitkumar Jain and Rahul Arora filed Civil Suit No.1068 of 2024 in the Court of Civil Judge, Senior Division, Pune at Pune, wherein the Defendant No.3 as Vardhan Associates a Partnership Firm its partner- Prakash Chajjed i.e. the Applicant in Anticipatory Bail Application No.2718 of 2025 (accused No.17) has been impleaded. In the said suit relief sought is seeking declaration that registered Sale Deed dated 9th May 2024 and Confirmation Deed dated 17th May 2024 be declared *inter alia* as illegal, null and void. It is very significant to note that by order dated 11th July 2024 passed by the learned 8th Joint Civil Judge, Senior Division, below Exhibit-5 in Special Civil Suit No.1068 of 2024 no ad-interim order has been passed. The Learned Judge refused to

grant any ad-interim order. It is an admitted position that said order has not been challenged by the First Informant or other Plaintiffs.

xi. It is relevant to note that thereafter subject FIR has been filed on 23rd August 2025.

14. It is the contention of Mr. Ravi Kadam, learned Senior Counsel appearing for the accused No.17 that filing of the said suit being Special Civil Suit No.1068 of 2022 and not granting ad-interim injunction order has not been disclosed in the FIR.

15. In any case, it is relevant to note that the dispute between the parties is pending in the Civil Court wherein the members of the Thatte family i.e. Waman Vishwanath Thatte branch and Nagesh Vishwanath Thatte branch are claiming $\frac{2}{3}$ share in the subject property being Special Civil Suit No.54 of 1998. The legality and validity of the Agreement of Sale dated 9th May 2024 and Confirmation Deed dated 17th May 2024 executed in favour of Vardhaman Associates through partner i.e. accused No.17-Prakash Chajjed is subject matter of the dispute in Special Civil Suit

No.1068 of 2024 filed by the Kumar Urban Development Private Limited, Rahul Rajeev Arora -the First Informant, Rohit Rajeev Arora, Punam Arora, Sureshkumar Kapur HUF, Northern Lights Developers LLP. Thus, the factual aspect on record clearly shows that there are civil disputes pending between the parties and the same is concerning right, title and interest not only of Waman Vishwanath Thatte branch and Nagesh Vishwanath Thatte branch out of said Thatte family but even of Laxman Chimanji Thatte branch through whom the First Informant and his family is seeking rights.

16. Mr. Kumbhkoni, learned Senior Counsel has pointed out clause No.3 of the Agreement for Sale dated 25th March 2022 executed by the members of Nagesh Vishwanath Thatte branch in favour of Elephanta Realty LLP with whom the accused Nos.1 to 4 are concerned i.e. the members of Panjabi family. The said clause No.3, reads as under:

“3) It is specifically agreed by and between the parties hereto that, the suit for partition bearing S.C.S. no.54/1998 filed before the Hon’ble Civil Judge, Senior Division, Pune is still pendng, and the partition and separate possession of the said property shall take place only upon the final

judgement and decree of the aforementioned suit. It is specifically agreed by and between the parties hereto that, the Vendors shall execute the Sale Deed/any other appropriate Final Deed of Transfer, in favour of the Purchasers, in respect of the said property, within 30 days from the date of aforesaid judgment and decree, upon simultaneous handing over of possession with fencing of the said property by the Vendors. Notwithstanding anything mentioned hereinabove, it shall be the sole discretion of the Purchaser to get executed the Sale Deed of said property in its favour from the Vendors as a POA Holder of the Vendors, at any time as deemed fit by the Purchaser, upon notifying the Vendors regarding the same.”

(Emphasis added)

Thus, the said clause clarifies that partition and separate possession to take place only upon final Judgment and Decree of Special Civil Suit No.54 of 1998. Thus, the said specific clause clarifies that *prima facie* it cannot be said that by the said agreement, there is land grabbing and organised crime as contemplated under Section 111 of the BNS.

17. However, there is one more aspect of the matter, which is pointed out by Mr. Maneshinde, learned Senior Counsel. Learned Senior Counsel has pointed out that said Elephanta Realty LLP executed Service Agreement with the accused Nos.5 to 8 and

accused nos.12 to 13 and the learned Senior Counsel has pointed out the scope of work as set out in clause No.3 and more particularly, clause No.3(iii), which reads as under:

*“iii. To continue and conduct the process of getting the mutation done in respect of the names of the Land Owners and thereafter, of the Party no.1, in the occupier column of the 7/12 extract of the said property and other revenue record, as owners thereof within a period of 60(sixty) days from the date of the said Articles of Agreement dated 18/03/2023, and for the purpose of the same, make and file necessary applications, aepals, affidavits, Undertakings etc., duly signed by the Land Owners and/or Party no.1, as the case may be, and further to initiate appropriate proceeding/s before the Revenue Authorities, Revenue Minister, High COurt, etc. and further, diligently conduct the said proceeding/s, as representatives of the Land Owners and/or Party no.1, as the case may be. **To conduct/follow-up/pursue the said matters and obtain final and favorable order for the Party no.1.”***

(Emphasis added)

18. A bare perusal of reading of the above clause clearly shows that the said agreement is not only totally illegal and in fact, the same records that the said accused Nos.5 to 8 and accused Nos.12 and 13 will take steps to ensure that favourable orders are passed by the Revenue Authorities, Revenue Minister and the High Court etc. However, Mr. Kumbhkoni, learned Senior Counsel, Mr. Desai,

learned Counsel and Mr. Bhadeka, learned Senior Counsel submitted that although the clause is framed in the manner in which the same is appearing in the agreement, the intention between the parties was to see that those proceedings would be handled by accused Nos.5 to 8 and 12 to 13 diligently just to ensure that the same are disposed of speedily and they will take steps to file necessary Applications, Appeals, Affidavits etc. Learned Senior Counsel submitted that the intention was totally different. Mr. Kumbhakoni, learned Senior Counsel submits that, in any case, the said Service Agreement has been terminated.

19. Thus, in the facts and circumstances and as discussed herein above, the dispute is mainly of civil nature. There are at least two suits which are pending and the same is discussed herein above in detail. Revenue Proceedings are also pending between the parties. Civil disputes raising important issues concerning the subject properties are pending.

20. Accordingly, the case is made out for grant of Anticipatory Bail. In view thereof, the following order is passed:

ORDER

- i. In the event of arrest of the Applicant-Prakash Bhikamchan Chajjed (Anticipatory Bail Application No.2718 of 2025), the Applicant No.1-Kiran Bhalchandra Thatte, the Applicant No.2-Uday Bhalchandra Thatte and the Applicant No.3- Mahesh Ravindra Gadgil (Anticipatory Bail Application No.2806 of 2025), the Applicant-Abhijeet Narendra Kate (Anticipatory Bail Application No.2840 of 2025), the Applicant-Sandeep Sahebrao Pawar (Anticipatory Bail Application No.2838 of 2025), the Applicant-Moti Udham Panjabi (Anticipatory Bail Application No.2852 of 2025), the Applicant -Raju Ram Panjabi (Anticipatory Bail Application No.2878 of 2025), the Applicant No.1-Jitendra Sundardas Panjabi and the Applicant No.2- Naresh Ramchandra Panjabi (Anticipatory Bail Application No.2877 of 2025), in connection with C.R. No.149 of 2025 registered with the Lashkar Police Station, Pune City, Pune, the Applicants are directed to be released on bail on their

furnishing P.R. Bond in the sum of Rs.2,00,000/- each with one or two solvent sureties each in the like amount.

- ii. The Applicants shall attend the Lashkar Police Station, Pune City, Pune, as and when called by the Investigating Officer and shall co-operate with the investigation.
- iii. The Applicants shall handover the documents concerning subject land and other documents which the Investigating Officer requires for the investigation within a period of two weeks from today.
- iv. The Applicants shall furnish their cell phone number and residential address to the Investigating Officer and shall keep the same updated, in case of any change thereto.
- v. The Applicants 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.

vi. The Applicants shall not tamper with the prosecution evidence and shall not contact or influence the Complainant or any witness in any manner.

vii. The Applicants shall not leave India without prior permission of the learned Trial Court/concerned Sessions Court.

21. The Anticipatory Bail Applications are disposed of accordingly.

22. In view of the disposal of the Anticipatory Bail Applications, nothing survives in the Interim Applications and the same are also disposed of.

23. Needless to observe that the observations made in this order are *prima facie* and made for the purpose of consideration of pre-arrest bail.

[MADHAV J. JAMDAR, J.]