IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR

CRIMINAL APPLICATION (ABA) NO. 935 OF 2025

(Pravin s/o Deorao Motghare Vs. State, thr PSO, PS Wathoda, Nagpur)

Office Notes, Office Memoramda of Coram, appearances, Court's orders of directions and Registrar's Orders.	*Court's or Judge's orders.*

Mr. Rajesh Nayak, Advocate for applicant.
Mr. S.B Bissa, APP for non-applicant/State.

CORAM: RAJNISH R. VYAS, J.
DATE: 28.04.2026

Heard.

2. Apprehending arrest, the sole accused in FIR no. 394/2025, dated 13.8.2025, registered with Police Station Wathoda, Nagpur, for the offence punishable under Section 420 of the Indian Penal Code, is before this Court.

3. The reporter one named Kashinath Namdeo Wandhare has alleged in the FIR that he had earlier made a complaint to the superior officers attached to the police department, thereafter, on the directions given by the superior officers, an enquiry was conducted and offence was registered.

4. It is alleged in the FIR that the accused, Pravin had entered into an agreement to sell plot no. 15, admeasuring 1840 sq.ft., situated at mouza Bidgaon, Tah. Kamptee, Dist. Nagour, for a valuable consideration of Rs. 21 lakhs on 1.3.2024. The informant had paid an amount of RS. 5 lakhs to the accused in

cash, receipt of which was not paid to him. Thereafter, an amount of Rs. 5 lakhs was transferred in his favour through electronic mode. According to the FIR, it was agreed that either a power of attorney or the sale deed would be executed, at which time the balance consideration of Rs. 11 lakhs would be paid. It was further assured by the accused that the sale deed would be executed within three months.

5. The FIR also speaks about execution of an agreement to sell regarding plot no. 8, situated at Khasra no. 104/2, mouza Bidgaon, Tah Kamptee, Dist Nagpur and for which one Narendra Kodape and the present applicant were called to the house of informant on 8.6.2024. At that time, the applicant was paid amount of Rs. 5 lakhs in cash. On 10.6.2024, an amount of Rs. 4 lakhs was agreed to be paid and accordingly, on that day the said amount was paid in cash to the applicant and Narendra Kodape. The aforesaid persons have executed an agreement to sell in favour of the informant. It is alleged in the FIR that balance consideration of Rs. 13 lakhs was agreed to be paid at the time of execution of sale deed or power of attorney. On 19.7.2024, an amount of Rs 20 lakhs was paid in cash to the applicant by the informant and the amount was Rs. 1 lakh was kept as a balance. It is further alleged that the agreement was executed in the applicant's own handwriting. The informant has alleged that though, making request on several occasions for execution of the sale deed, the same was not entertained.

6. The original owner of the property namely Dhawru Gokhal Rangari, r/o Sakoli then told the informant that he does

not know the applicant and has not executed any agreement with him regarding plot no. 15. So far as the owner of plot no. 8 namely Swati Gahane is concerned, she told that the applicant had given her Rs. 21000/- but since the plot was not purchased, the transaction was not finalized. It is in this background, the registration of the FIR had triggered.

7. The learned counsel for the applicant has submitted that the offence punishable under Section 420 of the IPC is punishable with imprisonment for 7 years and therefore, the police authority are required to honour the mandate of Section 41(1) of the Cr.P.C. He further submitted that this Court vide order dated 10.12.2025, has protected the applicant by granting ad-interim anticipatory bail with a direction to attend the police station and accordingly he has attended. He further submitted that dispute at the most can be said to be of civil nature. He also invited my attention to the notice issued by the informant Kashinath Namdeo Wandhare, to the applicant dated 4.2.2025 and has contended that in the said notice, no reference is made to the agreement to sale or the acceptance of amount. He further contended that prosecution for trying prosecuting and punishing under Section 138 of the Negotiable Instruments Act is pending before the jurisdictional Magistrate against the applicant. He therefore, prayed for extension of benefit of anticipatory bail.

8. Per contra, the learned APP has contended that the FIR, prima facie, discloses the commission of n offence, since, the statement recorded of the owner of plot no. 15 clearly reveals

that he did not even know the applicant. The learned APP then contended that the applicant was not having any title over plot nos.15 and 8 and still, he entered into an agreement to sell. He therefore, prayed for rejection of the anticipatory bail application.

9. With the able assistance of the respective counsels for the parties, I have gone the through the record of the case and have given thoughtful consideration to the arguments advanced.

10. In brief, it is the case of prosecution, that although, the applicant was not the owner of the two immovable properties, which are the subject matter of FIR, he represented to the informant that he is having title and on that basis, has not only entered into an agreement to sell but has accepted a total amount of Rs. 31 lakhs. The statement produced by the learned APP, for my perusal, which is of one Gokhal Rangari, who is the owner of plot no. 15 shows that he does not even know the present applicant. Thus, it is crystal clear that the applicant had developed a fraudulent intention from initial stage. As such, a prima facie, case is made out against the applicant.

11. So far as contention of the learned counsel for the applicant that offence under Section 420 of IPC is punishable upto 7 years and therefore, the mandate of with Section 41A of Cr. P.C. needs to be honoured, it needs no explanation that the Investigating Officer is required to honour mandate of 41A of Cr.P.C. that will have to be done. At this stage, the applicability of Section 41A of Cr.P.C. cannot be gone into. As regards the

contention of the learned counsel for the applicant that the matter is of a civil nature, record shows that there is very thin line between civil and criminal dispute. What is required to be considered is whether the applicant was developing fraudulent intention from initial stage. Since without having a title, the applicant has entered into an agreement to sell and has accepted an amount of Rs. 31 lakhs, it cannot be said that the dispute is of a civil nature. The contention of the applicant that informant had issued a notice to him, and in that notice, has not said anything about agreement to sell and the prosecution under Section 138 of the Negotiable Instruments Act was already been lodged, it can be said that ground would not be enough to claim anticipatory bail.

12. Since, a prima facie case is made out, I am not inclined to allow the application. It cannot be ignored that even victim cannot be forgotten in the justice delivery system.

In light of the discussion made above, the application is rejected.

(RAJNISH R. VYAS, J.)

Belkhede, PS