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

CRIMINAL APPLICATION [B.A.] NO. 322 OF 2026

Prashant S/o Ashok Satralkar

-- VERSUS --

State of Maharashtra

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

Mr. Virat Mishra, Advocate for the Applicant.
Ms. S.Z. Haider, A.P.P. for the Non-applicant/State.

CORAM : M.M. NERLIKAR, J.

DATE : APRIL 09, 2026.

Heard.

2. The present application is filed seeking regular bail in Crime No.473/2025 for the offence punishable under Sections 316(2), 318(4), 336(2), 336(3), 340(2), 341(1) read with Section 3(5) of the Bharatiya Nyaya Sanhita, 2023, (BNS), registered with Police Station Sadar, District Nagpur.

3. The present First Information Report arises from the statement of the informant, who intended to obtain premises on lease for running a garment showroom at Sadar, Nagpur. In August, 2024, through a property dealer, the informant was introduced to applicant, Prashant Satralkar, who represented himself as the Treasurer of Nagpur Diocesan Trust Association and assured informant that a property situated at Sitabuldi could be leased to him after cancellation of an existing lease in favour of accused No.2, Gautam Singh. Relying on such representations and documents shown to him, the informant agreed to take the premises on lease and paid an amount of Rs.60,00,000/- towards consideration and deposit, and subsequently an additional amount of Rs. 25,00,000/- for obtaining permissions and other related work. It is alleged that despite execution of certain documents and assurances, the lease was not validly transferred in favour of the informant. Upon inquiry with the authorities, the informant discovered that the applicant had no authority to execute the lease, and that relevant change reports had already been rejected by the Charity Commissioner. It is, therefore, alleged that the applicant, in collusion with co-accused - Gautam, prepared and relied upon false and misleading documents, thereby dishonestly inducing the informant to part with a total amount of Rs. 85,00,000/-, and thereby committed offences of cheating and breach of trust. Based on these allegations, First Information Report came to be registered.

4. The learned counsel for the applicant submits that, the allegations against the applicant are vague in nature, in the entire charge-sheet there is no material against the applicant. There is delay in lodging the F.I.R. as the alleged incident had occurred in the month of August, 2024, whereas, the F.I.R. was lodged on 06/08/2025. He further submits that, the allegation that the applicant has received Rs.85,00,000/- is nothing but an imaginary figure given by the informant as there is nothing to show that cash of Rs.85,00,000/- has been given by the informant. It is alleged in the F.I.R., that, initially, cash of Rs.60,00,000/- was given and later on Rs.25,00,000/- was given. Had it been a case that such huge amount was received by the applicant, he would have definitely deposited the same in his account, however, even after collecting the account extract by the Investigating Officer, it does not show the entry of either Rs.60,00,000/- or Rs.25,00,000/-, and therefore, according to the applicant, all these figures reflected in the F.I.R. are imaginary figures. There are no such transactions between the applicant and the informant. He further submits that even in so called lease deed dated 30/08/2024 between the applicant and the informant, there is no mention of Rs.60,00,000/- as alleged in the F.I.R. Had it been a case that the applicant entered into a lease deed with the informant in the capacity of treasurer, under such circumstances, further agreement dated 01/09/2024 between one Gautam Singh and the informant would not be there. This itself shows that the agreement between Gautam Singh and the informant is a business agreement, and therefore, there was no occasion for the applicant to enter into lease deed on 30/08/2024 with the informant, and therefore, according to the learned counsel for the applicant, absolutely, there is no evidence in the entire charge-sheet, and therefore, he be released on bail.

5. On the other hand, the learned A.P.P. vehemently opposes the application and submits that the applicant has posed himself as a Treasurer of Nagpur Diocesan Trust Association (NDTA) Trust. She further submits that long back in the year 2023 itself, the change report of the applicant was rejected by the Charity Commissioner. He has no concern with the property of the said trust, and therefore, inspite of this fact, the applicant has entered into lease deed with the informant and has obtained Rs.60,00,000/-. She further submits that the applicant has not only forged the document of the trust, but also posed himself as Treasurer of the trust. The documents like, no objection certificate, consent letter, etc., on all those documents, seal of the trust is found, in fact, when the applicant is not a trustee of the said trust, according to the learned A.P.P., he should not have used those seal. She further relied on the letter issued by the NDTA wherein, it is specifically stated that the present applicant was never a Treasurer or a member of the said trust. The applicant had also previously tried to sell the property of the trust by executing memorandum of understanding between the applicant and other persons. The said property was also belonging to NDTA and for that purpose another F.I.R. was registered against the applicant. She has invited my attention to the bail order passed on 22/03/2022 in Criminal Application [B.A.] No.321/2021, in the case of Prashant S/o. Ashok Satralkar, wherein, this Court has granted bail to the applicant, and therefore, she submits that, time and again, the applicant is trying to sell the property of the trust by forging the documents, and therefore, she submits that this time the application be rejected.

6. I have considered the rival submissions. Admittedly, it appears that, the First Information Report was registered on 06/08/2025. The alleged lease deed was executed on 30/08/2024. It appears from the recitals of the F.I.R. that, the informant has paid Rs.60,00,000/-, and accordingly, entered into lease agreement for the property which is owned by the NDTA trust. It further appears that, the said property was in possession of one Gautam Singh. It is further alleged that, one agent, namely, Moti Jain, has shown this property to the informant, and accordingly, the applicant has posed himself as Treasurer. It further appears from the F.I.R. that when the lease agreement was entered into between the parties, the applicant was not the treasurer, which could be gathered from the letter dated 20/08/2025 issued by the Trust. It appears that, further amount of Rs.25,00,000/- was given by the informant in order to complete the formalities with the Municipal Corporation in respect of reconstruction on the said property. The informant has also entered into an agreement with Gautam Singh, who was at the relevant time in possession of the said property. The allegations further shows that, the agreement between the trust and Gautam Singh was to be cancelled, and thereafter, the property was to be handed over to the informant. Admittedly, the applicant is not the treasurer of the trust, nor the member of the trust, under such circumstances, it was not expected from the applicant to enter into lease agreement with the informant and ought not to have taken Rs.60,00,000/- from him, therefore, *prima facie,* it appears that, the applicant has posed himself as a Treasurer. Not only that, he has also forged documents. Apart from this, in order to clear the construction permission from the Municipal Corporation he has also obtained Rs.25,00,000/-, therefore, total amount of Rs.85,00,000/- was obtained from the informant. From all these allegations, one thing is clear that, the applicant has entered into lease agreement posing as a Treasurer of the Trust, admittedly, the property belongs to the Trust. This is not the first instance. Even at earlier point of time, he had tried to sell the property by entering into memorandum of agreement with other persons in the year 2020 in respect of property of the same city survey number. I have also seen the allegations in that F.I.R., it is somewhat identical in nature, however, it appears from the record that, this Court has granted him bail, as it was his first crime in respect of the said property. Now again he has repeated the same offence.

7. Even a complaint was filed on behalf of NDTA on 30/08/2025 with Police Authorities against the applicant and accused No.2 – Gautam alleging that they are on behalf of the trust forging documents and seals and selling the properties belonging to the Trust. Persual of statements of Ashwin Jain and Moh. Jain demonstrates that Rs.50,00,000/- was given by the informant to the applicant in front of them. Further, so far the delay in registration of F.I.R. is concerned, I am of the opinion that there is no delay as the informant was not knowing that the applicant was not the trustee or treasurer of NDTA. Upon enquiry with Charity Commissioner office and NDTA he got the knowledge that applicant along with accused No.2 – Gautam have cheated him by forging documents and seal of NDTA. The applicant also has antecedents against him as apart from 2020 and present crime. There are three other crimes registered against him. Therefore, considering this fact, I am not inclined to grant bail. Hence, the Criminal Application is **rejected.**

[M.M. NERLIKAR, J]

PIYUSH MAHAJAN