



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

CRIMINAL APPLICATION [B.A.] NO. 390 OF 2026

Bhupendra @ Bhimrao S/o Fulchand Chandrikapure

-- 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.

Ms. Apurva D. Kolhe, Advocate for the Applicant.

Ms. S.N. Thakur, A.P.P. for the Non-applicant/State.

CORAM : M.M. NERLIKAR, J.

DATE : APRIL 21, 2026.

Heard.

2. The present application is filed seeking regular bail in Crime No.994/2025 for the offences punishable under Sections 318(4), 316(2) and 316(5) of the Bharatiya Nyaya Sanhita, 2023 (BNS), registered with Police Station Sitabuldi, District Nagpur.

3. The informant, Deputy Chief Officer with Nagpur Housing and Area Development Board (NHADB), Nagpur Division, has lodged the present First Information Report alleging that in the year 2022, an agency named M/s. Deals My Property, through its Director Bhupendra Chandrikapure, was appointed to facilitate the sale of unsold NHADB / Maharashtra Housing and Area Development

Authority (MHADA) flats, subject to specific terms and conditions. As per the appointment order, the agency was not authorized to collect any money from beneficiaries and was only required to assist in the sale process and loan facilitation. It is alleged that during the period from 19/10/2022 to 05/07/2025, the said Director, in violation of the said conditions, induced beneficiaries to pay various amounts under different pretexts. Complaints from 44 beneficiaries revealed that substantial sums were collected without allotment of flats. The F.I.R. further alleges that an amount of approximately Rs.1,39,87,370/- was unlawfully collected, thereby constituting offence of cheating and fraud against both the beneficiaries and NHADB / MHADA. Based on this information, F.I.R. came to be registered.

4. The learned counsel for the applicant submits that, there was an agreement between the agency and the applicant with the NHADB on behalf of MHADA. The job entrusted with the applicant was to advertise and sell flats to the beneficiaries. The allegations are that for providing extra facilities to the customer, the applicant has charged from the beneficiaries, and therefore, the First Information Report was registered on the basis that though the services provided by the applicant is not in the agreement, still the applicant has collected extra

amount for those services. She further submits that the amount has been collected from the beneficiaries, and accordingly, the services were given and there was no loss to the NHADB / MHADA as such. There is one condition in work order dated 19/10/2022 that agency cannot charge extra amount from the beneficiaries. According to her, this by itself, is not sufficient to lodge the F.I.R., as the applicant has assisted in giving certain facilities like electricity meter, facilitation of home loan, etc., and for which the charges were collected and it has nothing to do with the said work order. She further submits that there are no complaints from the beneficiaries; the charges which are collected by the applicant, those are for facilities given by the agency. Therefore, she submits that, the F.I.R. was lodged under misconception of facts. She further submits that, had it been a case that whatever was agreed between the NHADB on behalf of MHADA and the applicant has not been complied with, one can understand, but whatever was agreed between the parties has already been paid to the NHADB / MHADA by the agency. The learned counsel further submits that the only dispute is in respect of extra services provided by the agency to the beneficiaries, and therefore, according to the learned counsel for the applicant, the applicant deserves to be granted bail considering the allegations.

5. On the other hand, the learned A.P.P. vehemently opposes the application and submits that the investigation is still going on. The condition in the work order has been grossly violated. The applicant has collected huge amount from the beneficiaries though the agency is not entitled to. She further submits that the agency was appointed to give advertisement and sell those flats. It is further stated in the work order that the agency should not collect any extra amount, except as agreed between the parties, and therefore, according to learned A.P.P., the applicant is guilty as extra amount has been collected from the beneficiaries. She further submits that the applicant has collected huge amount of Rs.1,39,87,370/- from the beneficiaries, and therefore, considering the seriousness of the allegations, the applicant be not released on bail.

6. I have considered the rival submissions. It appears from the First Information Report that the agreement was entered between M/s. Deals My Property and the NHADB on behalf of MHADA. The present applicant is the proprietor of M/s. Deals My Property. It appears that the agreement was entered into between the parties and work order dated 19/10/2022 was issued. Clause No.(5) of work order states that the agency should not collect any amount from the beneficiaries and to that effect the agency

should give undertaking. After perusal of the F.I.R., it appears that, according to the work order and agreement between the parties, the applicant has advertised, and accordingly, sold 44 flats, however, the allegations seems to be that the applicant has collected amount for providing other services like assisting the beneficiaries in getting electric meter, bank loan, maintenance charges and other ancillary services, etc. It appears that these are independent services given by the applicant. After perusal of the F.I.R., it appears that, the applicant has not collected extra amount as was agreed between the parties for sale of flats, however, he has collected amount for the services which he has given. It is not the case that though the applicant has collected the amount, he has not provided extra services like meter connection, etc., therefore, it could be gathered from the entire record that there is no loss caused to NHADB / MHADA. Considering all these factors, I am inclined to grant bail by imposing stringent conditions. Hence, the following order:-

ORDER

(i) The Criminal Application is allowed;

(ii) The applicant/accused (Bhupendra @ Bhimrao S/o Fulchand Chandrikapure) be released on regular bail in connection with Crime No.994/2025 for the

offences punishable under Sections 318(4), 316(2) and 316(5) of the Bharatiya Nyaya Sanhita, 2023 (BNS), registered with Police Station Sitabuldi, District Nagpur, on his furnishing a P.R. bond of Rs.50,000/- (Fifty Thousand Rupees) with two solvent sureties in the like amount;

(iii) The accused shall not directly or indirectly make any inducement, threat or promise to any person acquainted with the facts of the case, as also shall not tamper with the evidence;

(iv) The accused shall provide his residential address and cell number to Police Station concerned and shall not change his place of residence without prior intimation to the Investigating Agency;

(v) The accused shall attend each and every date of trial regularly. If he fails to attend the trial for two consecutive dates, or fails to comply with the aforesaid conditions, his default would entail the State to ask for cancellation of bail or even trial Court can *suo moto* take cognizance of this and cancel the bail;

(vi) Pending Misc. Application(s), if any, also stand disposed of.

7. The observations of this Court are *prima facie* in nature. The Trial Court shall not be influenced by the observations of this Court and the observations are restricted to this bail application only.

[M.M. NERLIKAR, J]

PIYUSH MAHAJAN