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

CRIMINAL BAIL APPLICATION (ABA) NO. 229 OF 2026

(Gaurav s/o Jagannath Pawar Vs. State, thr PSO, PS Shegaon City, Dist. Buldhana)

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

Mr. D.S. Sirpurkar, Advocate for applicant.
Mr. A.M. Ghogare, APP for non-applicant /State.

CORAM: RAJNISH R. VYAS, J.
DATE: 17.04.2026

Heard learned counsel for the parties at length.

2. The learned counsel for the applicant has tendered across the bar the Pursis dated 17.4.2026 which is taken on record and marked as 'X' for identification.

3. Apprehending arrest, the original accused no. 1, in Crime No. 519/2025, dated 19.9.2025, registered with Police Station, Shegaon City, Dist. Buldhana, for offences punishable under Sections 316(2), 318(4), 320, 321 and 61(2) of the Bharatiya Nyaya Sanhita, 2023 has approached this Court praying for grant of anticipatory bail. The FIR in question was outcome of the direction given by the jurisdictional Magistrate under Section 175(3) of the Code of Criminal Procedure (for short, "Cr.P.C.").

4. In short, it is the case in the FIR that the applicant works with finance company which disburses loan – vehicle loan, personal loan, gold loan and business loan in favour of the

customers. The applicant/accused no. 1 had applied to said finance company for loan. Accordingly, an agreement was entered into. Under that agreement, an amount of Rs. 90 lakhs was disbursed in favour of the applicant. Towards security, various immovable properties were mortgaged with the said finance company. The mortgage deed was executed on 23.11.2023 regarding the immovable properties mentioned in the FIR. It is alleged in the FIR that since equal monthly installments were not paid regularly by the applicant, in order to recover the loan amount, the applicant was asked to repay the same. The applicant, instead of repayment of the loan amount, transferred the mortgaged property by way of registered sale deed in favour of other accused persons. The sale deeds were executed by the present applicant on a different dates i.e. on 22.4.2024, 11.3.2024 and 26.3.2024. The sale deeds are filed by learned counsel for the applicant along with the Pursis, copy of which was taken on record earlier.

5. In this background, the learned counsel for the applicant has submitted that there was absolutely no intention to cheat and the offences could not have been registered against the applicant. He further submitted that on 18.8.2025, notice under Section 13(2) of Secularization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (for short, “Act of 2002”) was issued by the secured creditor/the finance company and an appropriate action is proposed against the applicant. He therefore, submits that once the recourse to the Act of 2002 is taken, the FIR should not have been registered. The learned counsel has submitted that even after selling of the

mortgage properties, he has deposited the installment on certain occasions and therefore, has contended that his intention was not to cheat.

Per contra, the learned APP has contended that if the sequence of events is perused, it would be crystal clear that the applicant had developed fraudulent intention from initial stage. According to him, an amount of Rs. 90 lakhs was sanctioned and disbursed in favour of the applicant in the year 2023 and agreement was executed immediately and in the year 2024, sale deeds of mortgaged properties were executed. He thus, submitted that the immediate transfer of the mortgaged properties speaks volume for itself. He thus prayed for rejection of the application on the ground that prima facie, case is available against the applicant and custodial interrogation is required.

6. With able assistance of the learned counsel for the parties, I have gone through the case record and given thoughtful consideration to the arguments advanced.

It is not in dispute that the applicant had applied for disbursement of loan in his favour. It is also not in dispute that sanctioned loan amount is of Rs. 90 lakhs which was to be re-payed in 60 equal monthly installments. The date on which loan was requested is 24.11.2023. It is also not disputed that by way of the mortgage, the immovable properties mentioned in the FIR were put as a security for repayment of loan. If that is so, there was absolutely no reason for the applicant to transfer the mortgaged properties within short span of 1 ½ year. The sale deeds executed and which are brought on record would clearly show that the properties were transferred by registered deeds. Thus, it is crystal clear that the applicant had transferred the immovable property knowing fully that it was already mortgaged. Just because recourse to the Act of 2002 is taken, it cannot be said that criminal law cannot be set in motion. While deciding an issue regarding grant of anticipatory bail what is required to be seen is whether a prima facie case is made out against the accused or not. Though other factors like tampering of evidence and fleeing away from the justice would also the parameters which are required to be taken into consideration, it cannot be ignored that the applicant within a short span of time had sold the properties. Thus, there is prima facie case available against the applicant.

7. Suffice it to say that payment of the amount after execution of sale deed would not absolve the applicant from criminal liability. It cannot ignored the as per notice issued under Section 13(2) of the Act of 2002, the applicant is in arrears of more that Rs. 1 crores. It is further submitted that since the offences are punishable upto 7 years, the mandate to Section 14 and Section 41(1) of Cr.P.C. and corresponding Section 35(3) of BNSS should have been honoured. Needless to mention that the aforesaid sections operates if arrest of the applicant is not warranted by the Investigating Officer.

In view of the matter, I find no merit in the case. Hence, the application is rejected.

(RAJNISH R. VYAS, J.)

Belkhede, PS