



In The Court of Additional Sessions Judge-6, Nagpur.

Presided over by
Manish S. Ganorkar.

Cri. Bail Application No.443 Of 2026.

CNR No: MHNG010022122026.

Crime No.79 of 2026, P. S. Kalmana.

Jaikaran Manharan Gurupunch.
V/s
State of Maharashtra.
(Through P.S.Kalmana)

Order below Exh.1
(Date: 24th March 2026)

1. This is an application for issuance of directions as applicants/accused, be released on bail in the event of his arrest as anticipatory bail, U/Section 482 of Bhartiya Nagarik Suraksha Sanhita. Applicant/accused booked in Crime No.79 of 2026, for the offences punishable U/Sections 420, 406 of Bhartiya Nyay Sanhita. Already the applicant granted interim protection by this Court vide order passed below Exh.3 dated 12th February 2026.
2. Perused the application along with documents annexed here with and say/report of Investigating Officer/APP. Heard both the sides at length.
3. In the light of this facts emerged, submissions by the parties and material on the record, the following points arise for determination before this Court. The said points and the findings thereon which

follow the reasons as:

Point For Determination.

Sr. No.	Point	Finding
1.	Whether the applicant/accused made out the case as to issuance of direction as to be released on bail in the event of his arrest as anticipatory bail, in the given set of facts?	...No.
2.	What order?	...Application rejected as per final order.

REASONS

As to the point no.1:

4. As per the prosecution it is alleged that in the year 2017 the complainant was in need of a plot to build his house so he went to Swastik Builders and Land Developer office at Plot No.4, 5 Om Sairam Housing Society, Shivshambhu Nagar, Bhartwada Road, Nagpur to get information about the plot and met the proprietor Jayakaran Manaharan Grupanch. Thereafter, complainant said to the applicant that he is having plots at Tahsil Kamptee, at Mouja Shirpur P. No.19, Khasra No.93 to 99 and should visit to see the said plot. Thereafter, complainant choose plot No.259, admeasuring 1170 S.F. and has agreed to purchase the plot from complainant for consideration of Rs.2,34,000/- on the basis of installments. Accordingly the complainant has paid total amount of Rs.2,34,000/- for the said plot from 22/05/2017 to 08/04/2019. Thereafter complainant took possession of the said plot and installed the Board of his name on the plot. After few days his board was removed from the site of plot. Thereafter the complainant went to police station he came to know that Anita Bhuvan Baghel has purchased Plot No.453, Admeasuring 600 sq.ft.for Rs.1,20,000/-, Ashok Verma has purchased

Plot No.4273, Admeasuring 800 sq.ft.for Rs.1,60,000/-, Ralmzarokha Nishad has purchased Plot No.124, Admeasuring 1000 sq.ft.for Rs.1,81,000/-, Ashwini Verma has purchased Plot No.348, Admeasuring 600 sq.ft.for Rs.1,20,000/-, Ramkishan Shahu has purchased Plot No.210, Admeasuring 600 sq.ft.for Rs.1,50,000/-, Kunda Deshpande has purchased Plot No.305, Admeasuring 800 sq.ft.for Rs.1,60,000/-, Pushpa Yadav has purchased Plot No.180, Admeasuring 600 sq.ft.for Rs.1,20,000/-, Mahendra Bagde has purchased Plot No.306, Admeasuring 800 sq.ft.for Rs.1,60,000/-, Santosh Yadav has purchased Plot No.256, Admeasuring 800 sq.ft.for Rs.1,60,000/-, Chandrika Wadhe has purchased Plot No.255, Admeasuring 800 sq.ft.for Rs.1,60,000/-, Takhatram Nimalkar has purchased Plot No.249, Admeasuring 1280 sq.ft.for Rs.2,56,000/-, Chintran Sahu has purchased Plot No.448, Admeasuring 600 sq.ft.,Ravinshankar Sakhra has purchased Plot No.494, Admeasuring 600 sq.ft.for Rs.1,20,000/-, Sima Ingle has purchased Plot No.142, Admeasuring 600 sq.ft.for Rs.1,20,000/-, totaling of Rs.23,41,000/- from Swastik Builders and Land Developers Proprietor Jayakaran Manaharan Gurupanch and has committed fraud and breach of trust. The report was lodged with Kalamna police station and police registered the offence.

5. Learned Counsel for the applicant submitted that the applicant was intending to develop the land and sellout plots to various persons. The amount was received by him. Later on the development authority claimed development charges and due to that price of plot increased. The applicant and other persons were not ready to pay additional amount. Hence, idea of development of layout was dropped by the applicant. There are no developed plots available with the applicant.

Most of the persons who paid amount to the applicant accepted amount paid by them. The applicant and others are claiming exorbitant amount and the applicant is not in a position to pay amount demanded by the applicant. Contract was executed prior to 2019 and report was lodged on 2026. There is delay in lodging FIR. The dispute between the parties is purely of civil nature. Custodial interrogation of the applicant is not necessary. The applicant is ready to repay amount to the concerned person and there was no intention on the part of applicant to cheat any persons. He prayed for grant of anticipatory bail.

6. Learned APP opposed the application. The aggrieved persons appeared in this matter through counsel to assist the prosecution. Learned APP submitted that documents filed by the aggrieved persons on record to show that the applicant has given cheque of Rs.1,50,000/- to the aggrieved person Raj Zarokha Nishad and he took all the documents from that person and cheque was dishonoured. The intention of the applicant is not to pay any amount to the person from whom he received amount. He started RD and collected amount and is neither giving plot nor returning the amount. He prayed for rejection of the application.
7. The documents filed on record to show that the brochure was printed by the application in the name of Swastik Builder. He received amount. The layout map was prepared. He issue receipt of payment of money. He issued possession receipts for plot having area 600 sq.ft. The possession receipt is filed on record. The facts is very clear that layout map is not sanctioned still the applicant in the name of Swastik Builders and developers issued possession receipt in favour of the persons who paid him the amount. If these facts is considered then without any sanctioned layout the application issued possession

receipt and collected the amount. When the purchasers complain about the same he issued post dated cheques in their favour which were dishonoured. The applicant sold out the land to the other person i.e. Ravi Jain. If these documents are considered then case is not only that of breach of contract. Without getting layout sanction the applicant has issued possession receipt of the plots. In such circumstances there appears intention on the part of applicant to collect the amount used it for his own benefits and without converting the land non agricultural purpose. So intention of the applicant to cheat others is prima facie established. Unless and until the application is taken custody the documents which the applicant prepared cannot be seized by the police. Hence, in my view custodial interrogation of the applicant is necessary and applicant is not entitled for anticipatory bail. So application deserves to be rejected. Consequently, proceed to pass following order.

ORDER

1. Application is hereby rejected.

Dictated and pronounced in open Court.

Date : 24th March 2026.

(Manish S. Ganorkar)
Additional Session Judge-6, Nagpur.