

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

LD-VC-CRIMINAL APPLICATION [ABA] NO. 822/2020.

Sheshnath Jageshwarsingh Thakur

-VERSUS-

The State of Maharashtra.

Office notes, Office Memoranda of
Coram, appearances, Court's orders
or directions and Registrar's orders.

Court's or Judge's Orders

Shri N.R. Tekade, Advocate for the Applicant.
Ms. T. Udeshi, A.P.P. for the Non-applicant.

CORAM : VINAY JOSHI, J.

DATE : JULY 31, 2020.

Hearing was conducted through Video Conferencing and the learned Counsel agreed that the audio and visual quality was proper.

2. Registration of Crime No. 116/2020 at Kalamna Police Station, Nagpur led the applicant to move this Court for pre-arrest protection in terms of Section 438 of the Code of Criminal Procedure.

3. The learned Counsel for the applicant would submit that the applicant has been falsely implicated in the crime and he has no criminal antecedents. State has resisted the grant of pre-arrest

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protection to the applicant by contending that there is ample material against him which prima facie shows his involvement.

4. At the instance of report lodged by a land owner namely Premshankar Choudhari, a Crime came to be registered. It is the contention of the informant that he had purchased certain piece of land by a registered document on 21.11.2014. On 12.02.2020, informant's nephew has enquired as to whether the informant had sold or executed any agreement of sale with the applicant – Thakur, since a third party is claiming that Thakur has stated so and executed agreement in his favour. The informant after enquiry came to know that the applicant has forged a document of agreement to sale in his favour by putting forged signatures and stamp of Notary.

5. Copy of the disputed document dated 24.08.2017 is produced on record. It shows that the informant Premshankar has allegedly executed notarized agreement to sale. The learned counsel appearing for the applicant would submit that it is a matter of evidence whether the concerned agreement is forged or otherwise.

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6. The learned A.P.P. submitted that during the course of investigation, statement of Notary Public was recorded who has specifically denied execution of such document at all. She has also given specific registration numbers which she notarized on that day, where reference of disputed documents is missing.

7. Precisely the question is about the genuineness of the agreement to sale dated 24.08.2017, which is alleged to be forged one. Apart from the statement of Notary Public I have gone through the contents of agreement to sale. It reveals that under said agreement, applicant had allegedly paid part consideration of Rs. 30 lakhs by cheque drawn on Central Bank Nagpur and Rs.20,000/- in cash. Particularly, the applicant was asked to show a document namely Bank entries regarding disbursement of Rs.30 lakhs in favour of the complainant. In response, the learned counsel for the applicant is unable to make any statement in that regard. Therefore, prima facie there is substance in the allegations that forged agreement to sale has been prepared and used for the purpose of re-alienation. Therefore, it is a case where custodial interrogation is

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necessary to reach to the truth. Hence, no case of pre-arrest protection is made out. Criminal Application is, therefore, rejected.

8. This order be communicated to the counsel appearing for the parties, either on the e-mail address or on WhatsApp or by such other mode, as is permissible in law.

JUDGE

Rgd.