

Ramsewak Jatav vs The State Of Madhya Pradesh on 15 January, 2025

NEUTRAL CITATION NO. 2025:MPHC-GWL:664

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IN THE HIGH COURT OF MADHYA PRADESH
AT GWALIOR
BEFORE
HON'BLE SHRI JUSTICE VIVEK JAIN
ON THE 15th OF JANUARY, 2025
MISC. CRIMINAL CASE No. 54830 of 2024
RAMSEWAK JATAV
Versus
THE STATE OF MADHYA PRADESH

Appearance:
Shri Alok Kumar Sharma, learned counsel for the appli
Shri Dilip Awasthi, Public Prosecutor for the respond

ORDER

The present application has been filed under Section 482 of Bhartiya Nagrik Suraksha Sanhita Adhinyam, 2023/438 Cr.P.C. for grant of anticipatory bail to the applicant arising out of Crime No.18 of 2024 registered at Police Station Thathipur, District Gwalior (M.P.) for offences punishable under Sections 420, 406, 294, 506 read with Section 34 of IPC.

2. It is argued by the learned counsel for the applicant that the matter is essentially a civil matter in as much it is alleged against the applicant that the applicant within his wife was middleman in an agreement of mortgage though captioned as agreement to sale executed between the co-accused Tarachand Dhakad and the complainant who happens to be Inspector in Madhya Pradesh Police. It is contended that the applicant is alleged to be the middleman who got the co-accused vendor and the complainant to meet each other and there is further allegation that an amount of Rs.7,80,000/- was paid to the co-accused vendor and apart from that the present applicant being NEUTRAL CITATION NO. 2025:MPHC-GWL:664 2 MCRC-54830-2024 middleman also pocketed a sum of Rs.3,82,000/- in the transaction. It is the allegation that now the vendor is neither returning the money nor executing the sale deed and the applicant is not cooperating in the matter. It is the allegation that the applicant is part of conspiracy with the owner of the land. It is further argued that looking to the alleged agreement which is an unregistered agreement executed on stamp paper of Rs.100/-, it is provided that upon the owner of the land failing to return the money to the complainant then the complainant shall have a right to get sale deed executed in his favour and thus it is a document of simple mortgage and further that a civil suit has already been filed by the complainant in the matter for getting relief under civil law from the agreement in question. It is thus contended that a civil dispute has been given the colour of criminal case and the applicant is only at

the most alleged to be a middleman of the transaction and the witness of the mortgage deed captioned as agreement to sale. It is further contended that co-accused Meena Jatav who is wife of the applicant has already been bailed out by the Trial Court itself.

3. Per contra, counsel appearing for the State has opposed the application for bail contending that the applicant is alleged to be middleman of the transaction of mortgage and also that he has criminal antecedents.

4. Looking to the nature of allegations against the applicant and the nature of transaction in question and pendency of civil suit by the complainant, this Court deems it appropriate to allow the application of anticipatory bail without commenting anything on merits of the case. In the event of arrest, the applicant is directed to be released on bail on furnishing a surety bond in the sum of Rs.50,000/- (Rupees Fifty Thousand only) with one surety in the NEUTRAL CITATION NO. 2025:MPHC-GWL:664 3 MCRC-54830-2024 like amount to the satisfaction of Arresting Officer.

5. The applicant shall abide by the conditions enumerated under Section 482(2) of the Bhartiya Nagrik Suraksha Sanhita, 2023.

6. Application stands allowed.

7. Certified copy as per rules.

(VIVEK JAIN) JUDGE RS