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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO.1114 OF 2015**

Ravi Kumar Kunjan	...Applicant
Versus	
The State of Maharashtra	...Respondent

Mr.Amarendra Mishra, for the Applicant

Mr. S. H. Yadav, A.P.P for the Respondent-State

PSI – Kishore Patil, Dahisar Police Station.

***CORAM : REVATI MOHITE DERE, J.
DATE : 28th SEPTEMBER, 2015***

P.C. :

1. Heard learned counsel for the applicant and the learned A.P.P.
2. By this application, the applicant seeks pre-arrest bail in connection with M.E.C.R.No.01 of 2014 registered with the Dahisar Police Station, for the alleged offences punishable under Sections 199, 200, 423, 426, 467, 468 and 471 of the Indian Penal Code.
3. The complainant's husband and the present applicant were business partners and were conducting a business in the name and style of

'Mini Servicing Centre'. The said business was being conducted from 1998. The applicant and the complainant's husband were doing business of automobiles, tyre and spare parts. According to the complainant, the present applicant had forged her husband's signature on an Agreement dated 16th June, 1998.

4. Learned Counsel for the Applicant submits that the applicant had tendered a certified copy of the said Agreement for Sale, which is alleged to have been forged to the Investigation Officer on 24th September, 2015. He submitted that considering the nature of allegations and the fact that the said alleged forged document is in the custody of the police, applicant's custody is not required. According to the learned counsel, no forgery as alleged is committed by the applicant, so as to attract the aforesaid offences. He submitted that even assuming without accepting that the said Agreement is forged, the rights are created in favour of the complainant and no wrongful loss is caused to them, nor any interest or title is transferred by the applicant in favour of any third party. He submitted that the Agreement dated 16th June, 1998, which is alleged to be a forged document, was never disputed by the husband of the

complainant, during his life time, till he expired on 25th July, 2003. He submitted that the dispute, if any is civil in nature.

5. Learned APP does not dispute the fact the applicant has attended the concerned police station and has handed over the alleged forged Agreement for Sale to the investigating officer.

6. Considering the aforesaid facts, the custody of the applicant is not required. Accordingly, the applicant is granted pre-arrest bail on the following terms and conditions :

ORDER

- (i) In the event of the arrest, the applicant be enlarged on bail on furnishing P.R. Bond in the sum of Rs.15,000/- with one or two sureties in the like amount ;
- (ii) The applicant shall attend the concerned Police Station as and when called for by the Investigating Officer, till the filing of the charge-sheet ;
- (iii) The applicant shall not tamper or attempt to influence the complainant, witnesses or any person concerned with the case ;

(iv) The Applicant shall co-operate in the conduct of the trial.

7. The Application is allowed in the aforesaid terms and is accordingly disposed of.

8. It is made clear that the observations made herein are *prima facie* and are confined to this application and the learned Judge to decide the case on its own merits, uninfluenced by the observations made herein.

9. All concerned to act on the authenticated copy of this order.

REVATI MOHITE DERE, J.

CERTIFICATE

*Certified to be true and correct copy of the original signed
Judgment/order.*
