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HIGH COURT of CHHATTISGARH, BILASPUR

MCRCA No. 719 of 2021

- Vinay Jain S/o Shri Rameshchand Jain, aged about 37 years, Director Sanman Cinema Pvt. Ltd. Ex-partner E.O.S./ Eyos Entertainment, R/o B-302, Lalganga Rigaliya Amrapali, Pachpedi Naka, Raipur, District Raipur, Chhattisgarh.

------Applicant

VERSUS

- State of Chhattisgarh through: Station House Officer, Police Station Azad Chowk, Raipur, District Raipur, Chhattisgarh

-------Non-applicant

For Applicant	:	Mr. T.K. Jha, Advocate
For Respondent- State	:	Mr. B.P. Banjare, Dy. Govt. Adv.

Hon'ble Shri Parth Prateem Sahu, Judge

(*proceedings through video conferencing*)

ORDER

20/07/2021

1. Applicant has preferred this application under Section 438 of CrPC for grant of anticipatory bail as he apprehends his arrest in connection with Crime No.257/2019 registered at Police Station Azad Chowk, District Raipur (C.G.) for the offence punishable under Section 420, 467, 468, 471 of IPC.

2. Case of the prosecution is that, based on the complaint made by Vikas Bohra with the Higher officer of Police Department, on the basis of outcome of enquiry about the forged dissolution deed of EOS Entertainment Firm, it was directed for registration of F.I.R. In the complaint, it is mentioned that the complainant and the applicant entered into partnership and firm in the name and style of EOS Entertainment was constituted on 10.10.2015. Partnership deed was prepared for running business of Cinema Hall,

restaurant, canteen, gaming etc. Applicant in collision with Chaitanya Kumar Dani (Notary), partnership firm got registered without the knowledge of complainant. Several other persons made investment in the firm. Applicant misused the funds of the Firm and utilized it for his personal use. Along with other several allegations, it is mentioned that while preparing forged dissolution deed on 28.07.2017, by making forge signature of complainant made liable the complainant for all liabilities. The fact of existence of dissolution deed came to his knowledge when some other investors asked for return of their invested amount from the applicant to whom he said that they might ask for the amount from the complainant as he has already withdrawn himself from the Firm. Based on the aforementioned complaint, instant crime was registered against the present applicant.

3. Mr. T.K. Jha, learned counsel for the applicant would submit that the applicant is innocent person, has not committed any offence as alleged against him. Partnership deed dated 10.10.2015 is executed in presence of two witnesses. Dissolution with the partnership firm was also published in the newspaper. Allegation of misusing fund of EOS Entertainment to their relatives/ known persons, one of whom Aniket Chopra is also not correct as *vide* Annexure A-4, it is evident that it is Aniket Chopra who deposited the amount and similarly the ledger account of others ie. ARVY Fashion, Devesh Kumar Thakkar, the applicant has made payment for the work done for the partnership firm EOS Entertainment and the payment has been acknowledged by receipt. Amount of Rs. 69,51,042/- was transferred in the account of Sanman Cinema Pvt. Ltd. was on the direction of the complainant. The amount transferred of Rs. 56 Lac is towards purchase of shares of the Firm

by complainant. Complainant himself forcefully took possession of the office, collected the documents for which the applicant filed report to SHO, Rajnandgaon on 05.03.2019. He submits that there was business dispute, hence false and frivolous allegations have been levelled against the applicant, hence, he may be enlarged on bail.

4. On the other hand, Mr. B.P. Banjare, learned State Counsel, opposing the submissions made by learned counsel for the applicant, submits that apart from getting the firm registered without knowledge of the complainant, the main allegation against the applicant is with regard to preparation of deed of dissolution of partnership firm by forging signature of complainant. He submits that signature of complainant in partnership deed and the deed of dissolution of partnership firm does not match for which proper interrogation and investigation is required. He submits that during the course of investigation, statements of Pranay Jain, Abhijeet Ameen, B. Vijay Kumar, Vinesh Kumar Jain, Nitesh Surana, Lalit Mudot, Nayan Kothari, Chaitanya Kumar Dani have been recorded along with the statement of applicant. He submits that from perusal of statement of Chaitanya Kumar Dani, Notary, it is appearing that the partnership deed was brought on by one advocate. Parties to the partnership deed were not present. It is informed by the advocate that they were at Rajnandgaon and believing the statement made by advocate, he has notarized the document. Other person associated with the advocate stated that he is taking partnership deed and tomorrow he would come again along with parties to the partnership deed and get their signature on register. He also referred to statement of Pranay Jain to argue that when they were sitting in the house of complainant, applicant

asked him to sign the document and on the faith he signed document. He did not recollect as to the applicant was present at house at that time or not. Other person was also not present there. Signature was taken by Pranay Jain without giving knowledge of contents of document. Referring to the statement of Abhijeet Ameen, he admits his signature in the dissolution deed but he further stated that he was not aware that as to when he signed on the dissolution deed. As per his statement, he has to sign on many official papers and his signature in the dissolution deed was obtained by keeping him in dark and placing the dissolution deed along with other papers. He further referred to the statement of other witnesses who stated that when they asked the present applicant for return of their money, applicant, at first, did not reply and after sometime he stated that he is not responsible for return of money but it is the complainant. He submits that in view of the material available in case diary, applicant is not entitled for grant of anticipatory bail.

5. I have heard learned counsel for the respective parties and also perused the case diary.

6. Senior police official forwarded the written complaint of Vikas Bohra on the ground that as there is allegation of preparation of forge deed of dissolution of partnership firm, there appears to be criminal act and direction for registration of crime was given. The statement of Pranay Jain would show that without giving him knowledge about the contents of document, his signature was taken by Vinay Jain. Abhijeet Ameen stated that he is not aware as to how his signature is there in the deed of dissolution of partnership firm, being accountant, he has to sign many

documents of the firm by name Sanman Cinema Pvt. Ltd. There is specific statement of Abhijeet Ameen that by deceiving him, signature might have been obtained as he has not signed any document after going through the contents about the deed of dissolution of partnership firm. Similar statement has been made by Vijay Kumar who is working in another firm by name Sanman Cinema Pvt. Ltd. He also stated that by deceiving him, his signature might have obtained in document. I have also perused the signature available on deed of partnership and deed of dissolution.

7. Considering the entirety of the facts and circumstances of the case, material collected by the police and the statement made by aforementioned witnesses, I do not find it a fit case to enlarge the applicant on anticipatory bail.

8. Accordingly, bail application is dismissed.

Sd/-
(Parth Prateem Sahu)
Judge

Pawan