IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.1604 OF 2021
WITH
INTERIM APPLICATION NO.423 OF 2022
IN
ANTICIPATORY BAIL APPLICATION NO.1604 OF 2021

Syed Zeeshan Quadri ...Applicant

Versus

The State of Maharashtra ...Respondent

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Mr. Ashok M. Saraogi for the Applicant.
Mr. M.G. Patil, APP for Respondent -State.

CORAM : SMT. ANUJA PRABHUDESSAI, J.

DATED: 8th APRIL, 2022.

P.C.:-

1. By this application the Applicant has sought pre-arrest bail in C.R. No.501 of 2020 registered with Amboli Police Station, Mumbai for offences punishable under Sections 406 and 420 of the IPC.

2. Heard Mr. Saraogi, learned counsel for the Applicant and Mr. M.G. Patil, learned APP for Respondent-State. Perused the records and considered the submissions advanced by the learned counsel for the respective parties.

3. The aforesaid crime was registered pursuant to the FIR lodged by Mr. Jatin Harwinder Sethi. A perusal of the FIR reveals that the first informant is one of the Directors of a Company-'Nad Films L.L.P., engaged in production of films, serials and web series. The Applicant and Priyanka Basi are the Directors of a Company- 'Friday to Friday Entertainment Pvt. Ltd.', which is also engaged in production of films, serials and web series. In the year 2019, one Piyush Gupta introduced the Complainant to the Applicant. The Applicant told the Complainant that they were producing a web series 'Doctor Don' which was to be sold to digital channel ALT Bajaj. The Applicant persuaded to the Complainant and Piyush Gupta to invest in the said project. Accordingly, the Applicant, the Complainant and Piyush Gupta entered into a joint venture agreement on 07/08/2019 and addendum to the joint venture whereby the Complainant agreed to provide necessary financial assistance to the Applicant. The Complainant has alleged that he had invested about Rs. 1 crore and the Applicant was to receive necessary amount from M/s. ALT Digital Media Entertainment Ltd, whereby necessary schedule was fixed in respect of the payment. Validity of the agreement was extended till 20/12/2019, which was further extended till 05/06/2020 due to outbreak of Covid-19 pandemic. The Complainant has alleged that money which was invested was to be used only for making web series and not for any other purpose. He has

stated that the Applicant had paid him Rs.16,25,000/-. The Applicant did not make the serial nor paid the balance amount. He therefore lodged the FIR pursuant to which aforesaid crime has been registered.

4. The records indicate that the parties had entered into a joint venture agreement. They are engaged in business transactions since long. The Complainant had also terminated the agreement vide letter dated 18/06/2020 and invoked the arbitration clause, alleging breach of contract. It is stated that the arbitration proceedings are pending before the Arbitrator. The Complainant has also initiated proceedings before National Company Tribunal in respect of the same dispute. The breach of contractual obligation would not amount to cheating unless there is intention to deceive. In the instant case, there is no prima facie material to indicate that from the inception the Applicant had intention to deceive the Complainant. Considering the nature of the dispute between the parties, in my considered view this would not be a case fit for custodial interrogation. Moreover, the Applicant was on interim bail since 14/07/2021. He has reported to the Investigating Officer and has been interrogated and co-operated with the investigating agency.

5. In the light of above, the Applicant is entitled for pre-arrest

bail. Hence, the application is allowed on the following terms and conditions:-

(i) In the event of arrest of the Applicant in C.R. No.501 of 2020 registered with Amboli Police Station, the Applicant is ordered to be released on bail on executing PR bonds in the sum of Rs.30,000/- with one or two sureties to the like amount;

(ii) The Applicant shall report to the concerned Investigating Officer as and when required by the Investigating Officer.

(iii) The Applicant shall keep the Investigating Officer informed of his current address and mobile contact numbers, and/or change of residence or mobile details, if any, from time to time.

6. The application stands disposed of.

7. Interim application stands disposed of in view of disposal of the anticipatory bail application.

(SMT. ANUJA PRABHUDESSAI, J.)

MEGHA S PARAB Digitally signed by MEGHA S PARAB Date: 2022.04.22 17:48:57 +0530