

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION**

ANTICIPATORY BAIL APPLICATION NO. 76 OF 2023

a/w.

INTERIM APPLICATION NO. 207 OF 2023

Sanjay Kumar Kejriwal & Ors.

..Applicants

v/s.

The State of Maharashtra .

..Respondents

Mr. M.K. Kocharekar a/w. Mr. Kiran Varma a/w. Ms. Sakshi Mane for the Applicant.

Ms. Dania Verma i/b. Mr. Vinaykumar Omprakash Dubey for the Intervenor.

Mr. R.M.Pethe, APP for the State.

CORAM : ANUJA PRABHUDESSAI ,J.

DATED : 13th MARCH, 2023.

P.C.

1. This is an application under Section 438 Cr.P.C. filed by the aforesaid Applicants apprehending their arrest in C.R.No. 946 of 2022 registered at Charkop Police Station for offences under Section 406, 420, 467, 471 r/w. 120-B of the Indian Penal Code.

2. Heard Mr. Kocharekar, learned Counsel for the Applicants and Mr. Pethe, learned APP for the State and Mr. Verma for the Intervenor. I have 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 the Intervenor Rajnishkumar Surendraprasad Singh. A perusal of the

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FIR prima facie reveals that the Complainant and the Applicants had entered into an agreement dated 15.07.2021 for franchise of supply of medicines. In terms of the said agreement, the Applicants were to pay to the Complainant an amount of Rs.5 Crores. It is stated that the Applicants has paid total amount of Rs.50,90,000/- and that they failed to pay the balance amount of Rs.4,48,00,000/-. It is further stated that the Applicants fabricated letterheads, stamps, seals etc of the Complainant Company and they used brand name and logo of the Complainant Company 'Dava Discount' and opened 43 medical shops at different places. It is stated that the Applicants have cheated the Complainant for a total sum of Rs.11 Crores. Since the police had not registered the crime, the Complainant filed Application under Section 156(3) of Cr.P.C., and pursuant to the order dated 7.10.2022, aforesaid MECR came to be registered .

4. The records reveal that the Applicants as well as the Complainant had entered into Master Franchise Agreement dated 15.02.2021. There was dispute between both the parties over payment of the amount. The Applicants herein had also lodged FIR against the Complainant, pursuant to which Crime No. 9 of 2022 was registered against the Complainant at Jorabagan Police Station, Calcutta for the offence under Section 406, 420, 520 r/w. 120B of the Indian Penal Code. The records reveal that subsequently both the parties entered into MOU dated 1.9.2022 and agreed to mutually settle all the disputes. Copy of the

MOU which is placed on record reveals that the Complainant had agreed to pay an amount of Rs.65 lakhs towards full and final settlement and had agreed that they would not initiate any legal proceedings against each other. The fact that the Applicant had entered into MOU dated 1.9.2022 with the Applicant has not been disclosed in the complaint lodged before the police or application under Section 156(3) of Cr.P.C. Learned Counsel for the Intervenor is unable to assign any reason for non disclosure of the said fact.

5. As noted above, prima facie it appears that there was some dispute between the parties in respect of the Master Franchise Agreement dated 15.07.2021 and that the dispute was resolved by entering into a MOU dated 01.09.2022. In such circumstances, this is not a case which would justify custodial interrogation.

6. In the result, the application is allowed on the following terms and conditions:-

- (i) In the event of arrest of the Applicants in Crime No.946 of 2022 registered at Charkop Police Station, the Applicants be released on bail on furnishing bail bond of Rs.30,000/- (Rupees Thirty Thousand Only) each with one or two sureties in the like amount, to the satisfaction of the Investigation Officer.
- (ii) Applicants shall report to the Investigating Officer as and when required by the Investigating Officer for the purpose of investigation and interrogation.

(iii) Applicants shall provide their permanent as well as temporary address, and their contact details to the Investigating Officer, and keep informed the Investigating Officer as regards change in address/ contact details, if any, from time to time.

(iv) Applicants shall not interfere with the complainant and the other witnesses in any manner.

. Application stands disposed of.

. Interim Application stands disposed in view of disposal of Anticipatory bail application.

(ANUJA PRABHUDESSAI, J.)