IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 556 OF 2023

Soumita Vikram Das ..Applicant

v/s.

The State of Maharashtra . ..Respondents

WITH
INTERIM APPLICATION NO. 2292 OF 2023
IN
ANTICIPATORY BAIL APPLICATION NO. 556 OF 2023

Pranabkumar Kumud Ranjan Biswas ..Applicant

v/s.

The State of Maharashtra . ..Respondents

WITH
ANTICIPATORY BAIL APPLICATION NO. 283 OF 2023

Vikram Bhanu Das ..Applicant

v/s.

The State of Maharashtra . ..Respondents

WITH
INTERIM APPLICATION NO. 2288 OF 2023
IN
ANTICIPATORY BAIL APPLICATION NO. 556 OF 2023

Pranabkumar Kumud Ranjan Biswas ..Applicant

v/s.

The State of Maharashtra . ..Respondents

Mr. Chaitanya Pendase, Mr. Vinayak Patil, Mr. B.S.Legal, Mr. R.B.Ade for the Applicant.

Mr. A. Karim Pathan for the Intervenor.

Mrs.A.A.Takalkar, APP for the State.

Mt. Abdul Rauf Shaikh, P.I. from Nirmal Nagar Police Stn.

CORAM : ANUJA PRABHUDESSAI ,J.
DATED : 30th JUNE, 2023.

P.C.

1. The Applicants apprehend their arrest in Crime No. 769 of 2021, registered with Amboli Police Station, Mumbai for offences under Section 406, 420 r/w. 34 of the Indian Penal Code.

2. Heard learned Counsel for the Applicants, learned Counsel for the Intervenor and learned APP for the State. 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 Pranabkumar Kumud Ranjan Biswas. The facts narrated in the FIR prima facie reveal the first informant is the Director of the Company Global Force Management Services Private Limited, which is in business of providing security services. It is alleged that the first informant was in need of financial assistance of Rs.11 Crores. It is stated that Amit Roy, C.A. of the said Company informed the first informant that one Rounit Roy Chaudhary could provide financial assistance. He met Rounit Roy Chaudhary and requested him to give financial assistance of Rs.11 Crores. It is alleged that Rounit Roy Choudhary agreed to provide financial assistance on a condition that the first informant gives Demand Draft of Rs.7 Crores. Accordingly, the first informant issued four Demand Drafts for total sum of Rs.7 Crores in the name of Oceanseven Media and Hospitality Pvt. Ltd.

4. A meeting was fixed between the parties in Kolkata and later at Mumbai to ascertain genuineness of the demand drafts. It is stated that on 6.4.2021, the Complainant and others met at Adlone International Hotel. It is alleged that when they went to ICICI Bank with the Demand drafts, one Bunty snatched the demand drafts from the hands of C.A. Amit, and told that the demand drafts were confirmed to be genuine. The CA was also told that the demand drafts were safe and would be given to the Complainant. The first informant has alleged that said Bunty told the CA that the person who was going to the sign the agreement was at Adlone International Hotel. Said Bunty stopped the auto on the pretext of going to the washroom. He did not return, and his phone was also switched off. The CA tried to phone Rounit Roy, but his phone was also switched off. The first Informant got suspicious and called the Bank, and learnt that the DD's were encashed and the money was deposited in 20 different bank accounts. The first informant claims that he went to Amboli Police Station on 7.4.2021, but learnt that pursuant to the FIR lodged by the Applicant in ABA/556 of 2023 Crime No.115 of 2021 was registered against him for committing rape.

5. It is pertinent to note that the first informant claims that he was in need of financial assistance of Rs.11 Crores. Strangely, he had given Demand Draft of Rs. 7 Crores, for getting the loan of Rs.11 Crores. A perusal of letter dated 17.3.2021, reveals that the first informant had informed the Directors of Oceanseven Media and Hospitality Private Ltd., that he was willing to make commercial film in collaboration with Oceanseven Media Hospitality Pvt. Ltd. The extract of the minutes of meeting held on 15.03.2021 also indicate that a resolution was taken to sanction the project of 35 Crores to be invested in commercial movie. The said extract reads thus "*After long standing discussion it was unanimously resolved that a budget of Rs.35 Crores to be sanctioned and invested in a commercial movie project to create a visual concept in advertising to convince the corporate sector about the good will of Global Force.*"

6. By letter dated 29.03.2021 the first informant Company informed the Directors of Oceanseven Media and Hospitality Pvt. Ltd. that they were impressed with the script and screenplay, and had agreed to invest Rs.35 Crores in five installments with initial investment of Rs.7 Crores which was to be paid at the time of signing of the agreement, and the balance as indicated in the agreement. Accordingly, four Demand drafts were drawn in favour of Oceanseven Media and Hospitality Pvt. Ltd., dated 26.03.2021. On 05.04.2021 Oceanseven Media and Hospitality Pvt. Ltd. represented by Nripen Byapari, and Global Force Management Services Pvt. Ltd. represented by the first informant Pranab Kumar Biswas entered into an investment agreement. A perusal of the said agreement also indicates that the Complainant had agreed to invest money in the business of Oceanseven media & Hospitality Pvt. Ltd. The agreement reveals that the Applicant had agreed to pay Rs.7 Crores which was to be given at the time of signing of the agreement and Rs.7 Crores were to be paid within fifteen days thereafter from the date of signing of the agreement and the balance project cost of Rs.21 Crores as per the terms of the agreement. All the other terms and conditions which were agreed between the parties, have been incorporated in the said agreement.

7. The aforesaid correspondence, and particularly the agreement between the parties prima facie belies the contention of the first informant that he was in need of financial assistance of Rs.11 Crores and that an amount of Rs. 7 Crores was paid in order to avail the financial assistance. In fact, the aforesaid documents prima facie reveals that the first informant, the Director of Global Force Management Services Pvt. Ltd., had entered into an agreement with Oceanseven Media and Hospitality Pvt. Ltd. to invest money in a commercial film. The material on record further reveals that the said Oceanseven Media and Hospitality Pvt. Ltd. had entered into an agreement dated 4.4.2021 with the Applicant Soumita Das, whereunder they had engaged her to act the role in the movie which was to be produced by Oceanseven Media and Hospitality Pvt. Ltd., and a sum of Rs.30 lakhs was paid to her as signing advance.

8. The material on record does not prima facie indicate that the Applicant Vikram Das was either associated with Oceanseven Media and Hospitality Pvt. Ltd. or Global Force Management Services Pvt. Ltd. He is not the beneficiary of the said transaction. The only allegation against him is that he is the brother in law of Nripen Byapari, the Director of Oceanseven Media and Hospitality Pvt. Ltd., and the husband of the Applicant Soumita, who was to act in the said film produced by Oceanseven Media and Hospitality Pvt. Ltd. In the absence of any prima facie material against him, he cannot be implicated in the crime, in view of his relationship with the Director of Oceanseven Media and Hospitality Pvt. Ltd.

9. Learned Counsel for the Intervenor submits that the Applicant Vikram Das is also involved in another crime, and that they have used the same modus operandi to cheat one Abdul Hamid. The transaction in respect of the said FIR is between Safebridge Films and Media Pvt. Ltd. There is nothing on record to prima facie indicate that the Applicant herein is in any manner associated with these two companies.

10. The records prima facie reveal that the Applicant Soumita Das, wife of the Applicant Vikram Das, was to act in the film produced by M/s. Oceanseven Media and Hospitality Pvt. Ltd., and that she had received Rs.30,00,000/- as signing advance. The receipt of money cannot prima facie be considered as an incriminating circumstances. It is also pertinent to note that the Applicant Soumita had lodged a complaint against the complainant herein, pursuant to which crime was registered against him for offence under Section 376 of IPC. It is only after registration of the said crime, that the present FIR came to be lodged on December 2021, in respect of offence that had allegedly taken place on 7.4.2021. Though it is stated that the statement of the first informant was recorded on 7.4.2021, no crime was registered on the basis of the said statement. Moreover, it is not in dispute that the said statement does not form part of the chargesheet.

11. Considering the above facts and circumstances, no case is made out for custodial interrogation. The records reveal that the Applicants were on interim bail during the pendency of this application. Learned APP states that they have reported to the Investigating Officer and have co-operated with the investigation.

12. Under the circumstances, the Applications are allowed on the following terms and conditions:-

(i) In the event of arrest of the Applicants in Crime No.769 of 2021, registered with Amboli Police Station, Mumbai, the Applicants be released on bail on furnishing bail bond of Rs.40,000/- (Rupees Forty Thousand Only) each with one or two sureties in the like amount;

(ii) The Applicants shall report to the Investigating Officer as and when required by the Investigating Officer for the purpose of investigation;

(iii) The Applicants shall keep the Investigating Officer informed of their current address and mobile/contact details, and/or change of residence or mobile/contact details from time to time;

(iv) The Applicants shall not interfere with the Complainant and the other witnesses, or tamper with the evidence in any manner.

. Applications stands disposed of. Interim Applications stand disposed of.

(ANUJA PRABHUDESSAI, J.)