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

**ANTICIPATORY BAIL APPLICATION NO.3427 OF 2022
WITH
INTERIM APPLICATION NO. 4286 OF 2022**

Ravi Rajan Pandayan	..Applicant
VS.	
The State of Maharashtra	..Respondent

Mr. Sachin K. Hande a/w Mr. Deepak Kushwaha, for the Applicant.

Mr. Darpan Jain i/b Mr. Rakesh Agrawal, for Intervener.

Ms. P. N. Dabholkar, APP for the State.

CORAM : M. S. KARNIK, J.

DATE : JANUARY 13, 2023

P.C. :

1. Heard learned counsel for the applicant and learned APP.

2. This is an application for pre-arrest bail. The applicant is apprehending arrest in connection with MECR No. 1 of 2022 registered with RCF Police Station for offence punishable under sections 415, 406, 420, 467 of the Indian Penal Code, 1860.

3. It is alleged that the leave and licence agreement dated 01/09/2014 executed between the complainant and the applicant is a forged document. On record is the leave and licence agreement dated 01/04/2014 between the complainant and the applicant. The complainant admits that the leave and licence agreement dated 01/04/2014 was entered into between the parties. As per the said agreement, the licensee was to pay a sum of Rs. 40,000/- per month and the period of licence is from 01/04/2014 to 31/03/2021. So far as the alleged forged leave and licence agreement dated 01/09/2014 is concerned, the period mentioned there is from 01/09/2014 to 30/08/2039 and rent fixed is Rs. 40,000/-. The agreement mentions that the security deposit of Rs. 25 lakhs was paid to the complainant. The statement of the notary has been recorded on 20/11/2022 wherein it has been stated by him that on 01/09/2014 he had indicated to the parties that since the agreement contained a clause regarding deposit of Rs. 25 lakhs, the same needs registration. However, in view of the request made by the parties, the notary notarized the

document. There is no serial number in the notary register of the leave and licence agreement dated 01/09/2014. The allegations of forging and fabrications are serious. There are, no doubt, civil suits pending between the parties. The proceeding is filed by the complainant for eviction in the Small Causes Court whereas the applicant has filed proceedings for specific performance of the leave and licence agreement dated 01/09/2014.

4. So far as the present criminal proceeding is concerned, it pertains to the allegation of forgery in respect of the leave and licence agreement dated 01/09/2014. Learned counsel for the applicant submitted that the entire case is based on the documents and the documents are already on record and therefore the custodial interrogation of the application is not necessary. Today, an affidavit of the notary has been submitted by the applicant to the effect that the signatories to the leave and licence agreement dated 01/09/2014 were present before him and that the parties had signed the leave and licence agreement in his presence and upon their insistence, he had notarized the

leave and licence agreement. The investigation is in progress. It is pointed out by learned APP that there are as many as 15 antecedents recorded against the applicant. The antecedents are of similar nature. Taking an overall view of the matter, I do not find that this is a fit case for granting anticipatory bail. The anticipatory bail application is rejected. Interim application stands disposed of.

(M. S. KARNIK, J.)