

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

**ANTICIPATORY BAIL APPLICATION NO. 1347 OF 2024
WITH
INTERIM APPLICATION NO. 2019 OF 2024**

Shaikh Imran Shaikh Usman Qureshi And Anr. ...Applicants
Versus
The State Of Maharashtra & Anr. ...Respondents

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Mr. Sanjiv Sawant i/by Mr. Mahendra Sandhyanshiy, Advocate for the Applicants.
Ms. Kranti Hivrle, APP for the Respondent – State.
Mr. Aabad Ponda, Senior Advocate a/w Mr. Manoj Gowd, Advocate for Intervenor.
API, Khandagale, Dharavi Police Station.

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CORAM : M.W. CHANDWANI, J.
DATE : 17th MAY, 2024.
(VACATION COURT)

P.C.:

1. Feeling apprehension of arrest in connection with C.R. No.321 of 2023 registered with Dharavi Police Station for the offence punishable under Sections 409, 420, 465, 467, 468, 471, 474, 120-B r/w 34 of Indian Penal Code (for short 'IPC'). The Applicants approached this Hon'ble Court for anticipatory bail.

2. Heard the learned Counsel for the Applicants, learned APP for Respondent-State and learned Senior Advocate for the Intervenor at length.

3. The crux of the allegations are that proprietary concern of the main accused Rizwan, Al Faiz Enterprises had taken finance from the complainant from time to time to tune of Rs.10,45,00,000/- thereafter, to repay the amount there were MOU and other agreements between the complainant accused no.1. Rizwan and the present Applicants to induct the Applicants as partners to form a new firm. However, ultimately it was decided that to repay the complainant, by supplying the frozen meat. The allegation is that though invoices were prepared, meat has not been supplied to the complainant. Therefore, aforesaid offences came to be registered.

4. The main contention of the learned Advocate for the Applicants is that the Applicants have no concern with the Al Faiz Enterprises owned by the main accused Rizwan.

5. No doubt the accused and Applicants are *inter se* brothers and must have executed some agreements, but fact remains that the complainant financed the amount to a proprietary concern viz. Al Faiz Enterprises and not to a partnership firm. It also appears that there are other litigations pending before the different Courts. Even arbitration clause has been invoked and application under Section 17 for interim relief was also moved by the

complainant/claimant. In the interim order of learned Arbitrator *prima facie*, it is opined that the amount which was outstanding due, was to the proprietary concern and not to the partnership firm. Even the invoices which are alleged to have been forged, are in the name of proprietary concern and mentions GST number and PAN card number proprietorship owned by accused no.1.

6. Considering the submissions as well as findings of the learned Arbitrator at interim stage, in my view, a case is made out for interim protection to the Applicants till next date.

7. Hence, the following order;

ORDER

- i. Meanwhile, in the event of arrest, the Applicants shall be released on bail on furnishing P.R. Bond of Rs.50,000/- each with one solvent surety in the like amount;
- ii. The Applicants shall attend to the concerned Police Station on every Tuesday and Friday between 10:00 a.m. to 12:00 p.m. for three months and cooperate with the investigation.
- iii. Stand over to 24th June, 2024.

(M.W. CHANDWANI, J.)