IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
ANTICIPATORY BAIL APPLICATION NO. 1927 OF 2024

Rajiv R. Kashyap …Applicant
V/s.
The State of Maharashtra ...Respondent.

WITH

ANTICIPATORY BAIL APPLICATION NO. 2000 OF 2024

Kishor H. Malji …Applicant
V/s.
The State of Maharashtra ...Respondent.

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Mr. R.A. Shaikh a/w. Adv. Hasan Sayed and Adv. A.R. Khan i/b sohel Kazi for the Applicants.
Mrs. Rutuja Ambekar, APP for the Respondent/State.
Mr. Ashok M. Saraogi a/w. Adv. Abdullah Shaikh for the intervener/first informant.
API Amol Shinde, Malad Police Station present.

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CORAM : N.R. BORKAR, J.
DATE : 03.11.2025.

P.C. :

1. Both these applications filed for anticipatory bail are arising out of one and the same crime. They are thus being disposed of by this common order.

2. The applicants are apprehending their arrest in Crime No.472 of 2024 registered at Malad Police Station, Mumbai for the offences punishable under Sections 409, 420, 465, 467, 468 and 471 read with 34 of the Indian Penal Code (IPC).

3. The prosecution case in brief is that the first informant is the director of Splash Media and Infra Limited, previously known as M/s. Luharuka Media and Infra Limited. The applicant Rajiv Kashyap in ABA No. 1927 of 2024 is the managing director of Krishnasagar Builders Limited. On 30th April 2011, the first informant and applicant Rajiv Kashyap entered into a Deed of Development Agreement with respect to the land admeasuring 984.90 sq. mtrs., bearing Survey No.4, Hissa No. 10 and Survey No.5, Hissa No. 19, situated at village Charkop, Kandivali (W), Mumbai. Accordingly, an amount of Rs.3,40,00,000/- was transferred to the applicant Rajiv Kashyap with respect to the said Development Agreement, the same is not disputed. Subsequently, the first informant discovered that a civil suit was pending against the applicant Rajiv Kashyap with respect to the said land and on 21st June 2010, the Civil Court had passed an injunction order, thereby restraining the applicant Rajiv Kashyap from exploiting the FSI above 0.75% till further order. It is alleged that despite the said injunction order, applicant Rajiv Kashyap executed the said Development Agreement with the first informant. Thereafter, it is alleged that applicant Rajiv Kashyap in connivance with the applicant Kishor Malji in ABA No. 2000 of 2024, prepared forged resolutions and NOC in favour of applicant Kishor Malji posing as the authorised person of the first informant's company, without the knowledge of the first informant. On the basis of the said forged documents, on 7th March 2024 a forged Deed of Cancellation of the said Deed of Development Agreement dated 30th April 2011 was executed. It is alleged that all the forged

documents were prepared to defraud the first informant to the tune of Rs.3,40,00,000/-, which he had paid to the applicant Rajiv Kashyap at the time of execution of development agreement.

4. I have heard the learned counsel appearing for the applicants, the learned APP for the respondent / State and the learned counsel for the respondent No.2/first informant.

5. Learned counsel for the applicants submits that the dispute, if any, between the parties is of civil in nature. It is submitted that this Court by order dated 12th July 2024 and 19th July 2024 has protected the applicants from arrest. It is submitted that there is no need of custodial interrogation and the applicants are ready and willing to cooperate in the investigation.

6. On the other hand, learned APP for the respondent/State and learned counsel for respondent No.2/first informant submit that the interim protection was granted to the applicants in view of the statement made by the learned counsel for the applicants that they would explore the possibility of settlement. It is submitted that the applicants had prepared various forged documents. It is submitted that considering the nature of crime, the applicants may not be released on anticipatory bail.

7. It is not the case of the applicants that the applicant Rajiv Kashyap had returned the amount of Rs.3,40,00,000/- to the first informant, which he had paid to him at the time of execution of development agreement. The allegations in respect of forgery,

therefore, *prima facie,* cannot be doubted. Considering the nature of crime, I am not inclined to release the applicants on anticipatory bail. Hence, the Applications are rejected. The interim order stands vacated.

[N.R.BORKAR, J.]