ANANT KRISHNA NAIK
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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 3373 OF 2023

Avinashkumar Singh Rajendraprasad Singh ...Applicant
Versus
1. The State of Maharashtra
2. Rajendra Patil ...Respondents

WITH
INTERIM APPLICATION NO. 2324 OF 2025
IN
ANTICIPATORY BAIL APPLICATION NO. 3373 OF 2023

Mr. Kamlakar Gopinath Mirkale ..Applicant/Intervener

WITH
ANTICIPATORY BAIL APPLICATION NO. 3467 OF 2024

Abha Avinash Singh ...Applicant
Versus
The State Of Maharashtra ...Respondent

WITH
INTERIM APPLICATION NO. 5324 OF 2024
IN
ANTICIPATORY BAIL APPLICATION NO. 3467 OF 2024

Mr. Rajendra Latkan Patil ...Applicant/Intervener

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Mr. Niranjan Mundargi a/w Ms. Keral Mehta a/w. Mr. Raviraj Paramane for the Applicant in ABA/3373/2023.
Mr. Raviraj Paramane a/w Mr. Deva Shinde for the Applicant in ABA/3467/2024
Mr. Sukanta Karmakar, APP for Respondent/State
Mr. Sanjiv Sawant a/w Mr. Heramb Kadam, Ms. Samiksha Mane and Mr. Sudip Kenjalkar for Respondent No.2.
Mr. Aniket Pawar for the Intervenor in IA/2324/2025.
Mr. Paras Yadav a/w Sudip Kenjalkar for the Applicant/Intervenor in

IA/5324/2024.
Mr. Suhas Patil, API, EOW, Pune present.

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CORAM : M. M. SATHAYE, J.

DATED : 18th AUGUST 2025

P.C.:

1. Heard learned counsel for the Applicants and Learned APP with learned counsel for the Intervenors/Complaints.

2. ABA/3373/2023 is an Application for pre-arrest bail filed by Accused No. 1 Avinash Singh in connection with C.R. No. 288 of 2023 registered with Bandgarden Police Station, Pune for the offences punishable under Sections 120-B, 406, 420, 465, 467, 468, 471 of the Indian Penal Code. ABA/3467/2024 is filed by the Accused No. 2 Abha Singh in connection with same CR. Applicants are husband and wife who are accused in the same FIR.

3. Accused – Avinash Singh is protected by order of this Court dated 17/11/2023 and Accused-Abha Singh is protected by order of this Court dated 20/12/2024.

4. The FIR is filed by the Complainant-Rajendra Latkan Patil on 16/09/2023. The Complainant is a founder director of a company called Catskill Infra Projects Pvt. Ltd. and Kamlakar Gopinath Mirkale (Applicant in IA/2324/2025) is also a director. Complainant-Rajendra Latkan Patil is Applicant in IA/5324/2024.

5. Allegations in the FIR are that in 2014 the Accused-Avinash Singh contacted the Complainant's company and volunteered to procure work of Madhya Pradesh Electricity Board as well as private companies, if he is appointed as a consultant and induced the Complainant for opportunity to

grow business. Thereafter, accused – Avinash Singh met the Complainant during June to September 2014 at Pune and it was decided that the Accused – Avinash Singh will be appointed as s consultant. Thereafter in 2015 Accused – Avinash Singh got a contract sanctioned in favour of the Complainant's company worth Rs.11 Crores, which was completed successfully by the Complainant’s company. In this contract, 10% retention amount is still with Madhya Pradesh Electricity Board and the accounts are yet to be settled and amounts are still payable from Accused – Avinash Singh. Thus, Accused-Avinash Singh gained confidence of the Complainant's company. Thereafter under pretext of technical difficulty and resultant wastage of time Accused-Avinash Singh demanded a Power of Attorney (POA) in the year 2017 from the Complainant's company for accepting contracts, opening bank accounts and for signing on behalf of the Complainant's company. Accused-Avinash Singh promised certain additioal amount from the profit if such POA is given. Since the Complainant's company was at Pune and Accused-Avinash Singh is resident of Bhopal, it was inconvenient for the Complainant's company to visit Bhopal again and again and it was also difficult for Accused-Avinash Singh to come to Pune or to call him to Pune for technical compliance.

6. Since there was an opportunity of increasing business, the Complainant on 24/03/2017 executed a limited POA in favour of Accused-Avinash Singh. It thereafter transpired that Accused-Avinash Singh has misused the POA and without informing anything to the Complainant, forged and created documents in the form of board resolution dated 08/04/2021 for opening of bank account and pre-dated POA dated 30/12/2016, which is registered at Bhopal, Madhya Pradesh. Account opening form is presented to Punjab National Bank, Arvind Vihar Branch,

Bhopal by writing 'JV Power Solutions' after name of Complainant's company and changing it, as also making changes in the rubber stamp of name of Complainant' company. Thus, it is alleged that using forged documents, an account in the name of Complainant's company was opened. Thereafter, it is alleged that despite repeated demands of audited account for the year 2017-18, Accused-Avinash Singh did not give the same and since Accused-Avinash Singh did not pay proper GST, notices are received from GST department in the name of Complainant's company. Also certain cheques issued on behalf of Complainant's company has bounced and therefore Advocate's notices were received. However, since the business was being looked after by Accused-Avinash Singh on the basis of POA, the Complainant sent the notices for further action to Accused-Avinash Singh and at that time Accused-Avinash Singh assured the Complainant that he will take care of the grievances.

7. Thereafter on 02/12/2021, arrest warrant was received from CBI, Special Court, Indore in the name of Complainant and therefore on further inquiry certain documents were received from the Punjab National Bank, Bhopal, Madhya Pradesh which indicates that Complainant's POA has been misused by showing joint venture. On deeper examination of documents received from Punjab National Bank, it is seen that while complying with KYC requirement, the Complainant Company's documents are submitted but in fact the account is opened in joint venture name by adding words 'power solutions' and 'joint venture' in the form. Thus, there is forgery in the name of the bank account also.

8. It is specifically alleged that the Complainant's company had not given power to Accused-Avinash Singh for opening any bank account in the name of joint venture between Complainant's company and Power Solutions. From

the copy of POA dated 30/12/2016, it is clear that the stamp paper is purchased at Bhopal in the evening and the document is shown to be executed in Mumbai on the same day and it is shown to be notarized on the same day in Indore, Madhya Pradesh and the signature of Complainant's other director- Kamalakar Mirkale is forged. It is alleged that Kamalakar Mirkale has informed that he has not signed any such document.

9. It is alleged that on further inquiry, it was found that Accused-Avinash Singh and co-accused - Abha Singh and her proprietary firm M/s. Ambika Associates, Bhopal along co-accsued Sidharth Singh Chouhan and others are having criminal background and many proceedings of cheating are filed against them in Bhopal and at various places. Also Accused-Avinash Singh has cheated Rajmarg Infra Pvt. Ltd. on behalf of the Complainant's company and has created monetary dues and for the same, Rajmarg Infra Pvt. Ltd. has filed proceedings against the Complainant's company in NCLT, Mumbai. It is alleged that from the perusal of the entries in the bank account opened by the Accused-Avinash Singh on the basis of forged documents, the amounts have been transferred in the private accounts of co-accused- Abha Avinash Singh as well as her proprietary firm M/s. Ambika Associates as well as private accounts of Accused-Avinash Singh totaling to Rs.3,17,00,000/- and therefore FIR is filed alleging cheating, criminal breach of trust, criminal conspiracy and forgery.

10. Learned Advocate Mr. Mundargi appearing for accused Avinash Singh submited that FIR is filed belatedly inasmuch as the business relations had started since 2015 and there are communications indicating that the complainant was asking for explanations about the business by Joint Venture. Relying on emails dated 01.06.2017 and 23.10.2018 written on behalf of the complainant company, it is submitted that the complainant was

asking for poor progress of the Khandva project and one of the intervenor Mr. Mirkale was asking for documents as there was tax liability to be taken care of. He has also relied upon a communications dated 05.02.2019 issued to proprietorship of accused Abha (Ambika Associates) asking for invoice summary and Joint venture agreement. He has also relied upon email communication dated 10.10.2019 sent on behalf of complainant company to the accused Avinash Kumar asking for details about statement of Punjab National Bank and Reliance Commercial Finance Loan account as well as Sales invoice. Relying on these communication, it is submitted that since the business was not performing up to the satisfaction of complainant's company, the present FIR is ultimately filed in September 2023. About the document of power of attorney, it is submitted that it is only an attested document of notary and not a document executed in front of notary and therefore, there is nothing suspicious about the said document. He submitted that on 24.03.2017 itself the original copy of power of attorney in favour of accused Avinash Kumar has been submitted to the Bank Manager of Punjab National Bank, Bhopal which is duly acknowledged by the Bank and the copy of the said acknowledgment is produced on record by way of affidavit of Applicant Avinash Kumar dated 30.06.2024. He submitted that therefore custodial interrogation is not necessary for recovery of original power of attorney. It is further submitted that under Section 73 of the Indian Evidence Act, this Court is empowered to compare signature on the acknowledgment of the Punjab National Bank on letter dated 24.03.2017 and the signature on a Standard Covering Letter for letter of Guarantee dated 30.05.2017 issued by same Bank Officer of Punjab National Bank and therefore, apparently original power of attorney is already submitted to the Bank. It is submitted that it is easiest for the Applicants to handover original power of attorney if they have it, to keep away the custodial interrogation.

11. Learned Counsel appearing for accused Abha Singh submitted that Mr. Mirkale (one of the Director of complainant company) has signed the letter of Award in favour of Mrs. Ambika Associates and there is no siphoning of funds as Ambika Associates work for many projects of joint venture of the Applicant Avinash Singh. He submitted that complainant's company was also paying directly to the Applicant's proprietary firm Ambika Associates, for which Bank Statements are produced. He submitted that civil suit is pending between the parties in respect of same subject matter dispute (Spl. Civil Suit No. 1187/2023) in the Civil Court at Pune. Since the evidence is mostly in the form of documentary evidence including Bank statements, custodial interrogation is not necessary and the Applicant has always co-operated with the investigation. He relied upon judgment of **Rajeshbhai Muljibhai Patel and Ors. v/s. State of Gujarat and Anr. [(2020)3 SCC 794]** to contend that when civil and criminal proceedings are pending involving same documents/issues, the anticipatory bail must be granted.

12. Learned APP, on instructions of the concerned Investigating Officer, submitted that various statements are recorded including that of bank employees and notary which indicate that the Bank does not have original power of attorney on the basis of which the account was opened in the name of Joint Venture and therefore, recovery of original power of attorney is necessary. It is submitted that Applicants are habitual offenders as is clear from the order passed by Madhya Pradesh (MP) High Court dated 10.05.2023 in Misc. Crim. Case No. 18323/2023. It is submitted that since present criminal case is filed after the said order of High Court, the Applicants do not deserve any indulgence as per condition of the MP High Court and custodial interrogation to unearth the *modus operandi* and details thereabout is absolutely necessary. It is finally submitted that both the

accused are not co-operating with the investigation satisfactorily and original board resolution and power of attorney must be recovered and for the said purpose, custodial interrogation is necessary and investigation will not be complete without that.

13. Learned counsel Mr. Sawant for the intervenor/complainant submitted that Applicants are habitual offenders and there are many cases filed against them in Madhya Pradesh and there is a *modus operandi* adopted by the Applicants of inducing for business-growth and then forming Joint Venture by inserting words in the bank-account opening forms using forged documents and then misappropriating / siphoning amounts. The said order of MP High Court is relied upon to point out that the present FIR is filed subsequently, in September 2023 and as such the Applicants do not deserve any indulgence as they have indulged into similar criminal activity. It is submitted that large amounts are transferred to independent account of accused Avinash Singh and accused Abha Singh and in the account of Ambika Associates proprietorship of accused Abha Singh as well as co-accused Siddharth Singh Chouhan and other entities. He submitted that it has transpired during investigation that the concerned branch of Punjab National Bank is having only true copies of power of attorney dated 30.12.2016 and there is no original document available with the Bank. He further submitted that concerned Bank also has only true copy of Board Resolution dated 08.04.2021 and original Board Resolution is not available. Judgment of Hon'ble Supreme Court in the case of **Kusha Duruka Vs. State of Odisha (Crim. Appeal No. 303/2024 Order dt. 19.01.2024)** is relied upon in support of their case.

14. Learned counsel for the intervenor Mr. Mirkale has submitted that his alleged signatures are bogus. It is submitted that the order on MP High

Court was not disclosed to this Court when interim protection was secured on 17.11.2023. He submitted that the Applicant has changed his stand inasmuch on 14.06.2024, it was submitted before this Court that original power of attorney is with the Bank, however in affidavit dated 30.06.2024 a stand is taken that the power of attorney is not executed before notary and original power of attorney was never notarized or attested and it was only a xerox copy that was attested as true copy, which is submitted in the bank. He submitted that therefore the interim protection deserves to be vacated.

15. Learned counsel Mr. Mundaragi submitted that MP High Court's order granting bail was passed without adverting to the merits of the case and therefore the condition in the said order that if other complaint is filed against the Applicants during pendency of trial then the bail will stand canceled, will have no baring on the present application inasmuch as, the Applicants will face the consequence in that FIR No. 152/2023 with T.T. Nagar Police Station, Bhopal, which was subject matter MP High Court's case. He contended that para 7 of the affidavit dated 30.06.2024 has nothing to do with the order dated 14.06.2024.

16. I have considered the rival submissions and perused the record including investigation file shown to the Court.

17. Statement of Notary Advocate Anita Sharma recorded during investigation, revealed that she has not signed or notarized the POA dated 30/12/2016. The Branch Manager of Punjab National Bank, Bhopal Branch has given statement that the branch is not having original documents alleged to have been submitted at the time of opening Bank account. So far as alleged MOU between intervenor Mr. Mirkale and Accused – Avinash Singh of December 2020 is concerned, the concerned Advocate Mr. Sirvaiya

has informed the police that it was not notarized by him. None of these persons are co-accused. Two are advocate/notary and one is a bank employee.

18. The amounts alleged to have been transferred to individual accounts are running into crores of rupees. The concerned branch of Punjab National Bank is also not having original board resolution dated 08/04/2021. It is already recorded in the order of the Learned Additional Session Judge, Pune, dated 16/11/2024, while rejecting Anticipatory Bail Application of Accused - Abha Singh that concerned bank manager, Ms. Seema Sarkar has given statement denying giving acknowledgment for deposit of original POA by Accused – Avinash Singh. At this stage, when the investigation is not complete, in my view, the statements given by bank official/s and advocates/notary involved, carry more weight than the statement of the Accused about submission of original documents of POA and board resolution.

19. The copies of bank account opening forms produced on record clearly indicate that words '(JV) Power Solutions Bhopal' written after the name of the Complainant's company – 'Catskill Infra Projects Pvt. Ltd.' and the bank opening forms are signed by alleged authorised signatories of the joint venture, out of which Mr. Tanvir Khan of 'Power Solutions Company' has also denied execution of any joint venture agreement between his company-Power Solutions and the complainant's company. Apparently, seals/stamps of both 'Power Solution' and 'Catskill Infra Projects Pvt. Ltd. Power Solutions (JV)' are used. Also, Advocate Mahesh Chaudhary has denied notarization of the joint venture agreement. It has come on record that Mr. Tanvir Khan has lodged a complaint in respect of preparation of false, bogus and forged joint venture agreement under Crime No. 152 of 2023 registered with T.T. Nagar

Police Station Bhopal. In this crime, the Appellants were arrested and MP High Court has passed the said order. Perusal of the order passed by MP High Court clearly indicates that the allegations against the present Applicants are same as present FIR, involving assurance given of receiving contracts from Madhya Pradesh Electricity Board and taking authorization letters/documents on the promise of providing consultancy and use of power of attorney in the alleged fraudulent transactions.

20. Considering the aforesaid aspect, in my view, apparently the Applicants seem to have adopted a *modus operandi*, which has resulted into complaint filed by Mr. Tanvir Khan. MP High Court granted regular bail but added a condition that if any other complaint is filed against the Applicants, then the bail order will stand cancelled automatically. MP High Court’s order is dated 10/05/2023 and the present FIR is dated 16/09/2023, which is a subsequent complaint. Therefore the Applicants do not deserve any indulgence.

21. The Applicants are husband and wife and the account stated in the FIR M/s. Ambika Associate is a proprietary concern of Accused – Abha Singh. Applicants are in close relationship and transfer of amounts are *inter se* in a proprietary concern of Accused - Abha Singh.

22. Hence overall, in my view, custodial interrogation is necessary for unearthing the *modus operandi* as well as others involved in the entire transaction. Public money for contracts of Madhya Pradesh Electricity Board is involved. Although there is civil suit pending between parties for recovery of amounts involving same transaction, the fact that the Applicants were arrested earlier in connection with FIR No. 152 of 2023 to whom regular bail was granted on condition that if other complaint is filed, the bail will be

cancelled, assumes importance. Also, the order of MP High Court was not disclosed when the interim protection was secured from this Court on 17/11/2023 and 20/12/2024. The said order is brought to the notice of this Court by the complainant, who has filed affidavit in reply.

23. Also on 14/06/2024, a stand was taken before this Court by Accused – Avinash Singh that original POA is with the Bank; however in the additional affidavit filed by Accused – Avinash Singh dated 30/06/2024, a stand is taken in paragraph-7 that the original POA dated 30/12/2016 was never notarized or attested and it is only a xerox copy, which was attested as true copy before submitting in the Bank. This, in my view, at least at this stage, clearly indicates convenient change of stand by Accused – Avinash Singh in order to perpetuate the protection, and he has not come to the Court with clean hands.

24. The grant of anticipatory bail is an extraordinary power available with this Court which cannot be exercised in a routine manner, when the record indicates conduct sufficient to disentitle the Applicants.

25. In the aforesaid facts and circumstances, the Applicants do not deserve continued indulgence. Both the Anticipatory Bail Applications are therefore rejected. Pending Interim Applications are also disposed of.

26. The interim protection granted earlier to continue for a period of four weeks from today.

27. All concerned to act on duly authenticated or digitally signed copy of this order.

(M. M. SATHAYE, J.)