



IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 1267/2025

ABHIJEET APPASAHEB KHOT ..APPLICANT  
VS  
THE STATE OF MAHARASHTRA & ANR ..RESPONDENTS

Adv. K. B. Murkute for the applicant.  
Mr. Ajay S. Patil, APP for the State.

CORAM : RAJESH S. PATIL, J.

DATE : MAY 9, 2025.

P.C. :

1. The applicant has tendered an undertaking. The same is taken on record and marked as 'X' for identification. For ease of reference, the scanned copy of this undertaking is reproduced herein below:-

Coram: Shri Rajesh S. Patil  
Date: 09/05/25 For Reg. (J) RP.HL 9/5/25 (B) 956 09/05

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION  
ANTICIPATORY BAIL APPLICATION 1267 OF 2025  
DISTRICT-NAVI MUMBAI

Mr. Abhijeet Appasaheb Khot.  
Age-39 yrs, Occupation- Business,  
R/at-A-11, Kapil Malhar Bunglows,  
Baner Road, Baner, Pune  
Maharashtra-411045 ..... Applicant (Accused.no.2)

Versus

1. The State of Maharashtra  
Through Kharghar Police  
Station, Navi Mumbai,  
Dist. Navi Mumbai (C.R.No.0057 of 2025)

2. Mr. Sandeep Ghewarchand Jain  
Age-41 yrs, Occupation-Business,  
R/at- B/87, Shri Istheswar Co-  
Housing Society, Baram Street,  
Mumbai, Kharghar, Navi-Mumbai  
Maharashtra-400008 ..... Respondents.  
(original complainant).

UNDERTAKING ON BEHALF OF APPLICANT IN  
THE CONTEXT OF ANTICIPATORY BAIL.

NOTARY  
GOVERNMENT OF

**I, Shri. Abhijeet Appasaheb Khot, Age- 39 Years, Occupation – Business, R/at- A-11 Kapil Malhar Bunglows, Baner Road, Baner Pune Maharashtra- 411045 the above named Petitioner, do hereby solemnly affirm that-**

- a. I states that, I was the director M/s Ward Wiz India Solutions Pvt. Ltd are consists of manufacturing and promoting the Antivirus Kit, for the Cellular and Computers, etc across the nation.
- b. I states and submits that, the said functioning of M/s Wardwiz India Solutions were divided into two parts i.e 1. Antivirus Kit For Cellular Products & 2. Antivirus Kits for Computers.
- c. I state and submits that, that, the complainant was appointed the distributor for the states mentioned F.I.R namely Kerala, Tamil Nadu, Andhra Pradesh, Telangana etc. However the applicant have never appointed the complainant at the Distributor ship, But he was appointed by the accused.no.3, as the accused.no.3 was the director who was responsible for the day to day business of anti-virus cellular kit for which the complainant was the party to products.
- d. I states that, the complainant has not come before this Hon'ble Court with clean hands, because the total outstanding amount mentioned in F.I.R is



false and frivolous because the amount mentioned in the F.I.R is around Rs. 10,34,00,000/- (Ten Crore Thirty Four Lakh) into the said amount mentioned in the F.I.R the complainant falsely with the ill intention stated that he paid Rs.1,80,00,000/- (One Crore Eighty Lakh Rupees) in cash, which is absolutely false and baseless and totally denied by the applicant. The said applicant has not received any amount in cash, which is alleged by the complainant in the said F.I.R.

e. I states and submits that, the complainant and applicant on dated 23<sup>rd</sup> July 2021 has signed the Notarized Settlement Agreement on which it was admitted by the complainant that, the total amount receivable by complainant according to the Settlement Agreement 7,04,80,205/- (Seven Crore Four Lakh Eighty Thousand Two Hundred and Five Rupees) out which he will return the goods he brought from the applicant worth Rs. 25,95,244/-. Therefore according to settlement agreement the net amount of Rs. 7,04,80,205/- (Seven Crore Four Lakh Eighty Thousand Two Hundred and Five Rupees) to be received by the complainant from the applicant.

f. I State that, I have paid the amount of Rs.25,00,000/- (Twenty Five Lakh Rupees) to complainant on dated 31.03.2025 and on dated



23/11/2024 and 20/12/2024 the applicant has paid Rs.1,00,000/- (One Lakh Rupees) and Rs. 4,00,000/- (Four Lakh Rupees) respectively.

g. I further states, it is pertinent to note that, after deducting Rs.30,00,000/- (Thirty Lakh Rupees) from Rs. 7,04,80,205/- (Seven Crore Four Lakh Eighty Thousand Two Hundred and Five Rupees) the payable amount by the applicant to the complainant is around Rs. 6,74,80,205 (Six Crore Seventy Four Lakh Eighty Thousand Two hundred and Five).

h. Therefore the applicant states that, on today date 09.05.2025 he is furnishing the again the new fresh Demand Draft of Rs. 15,00,000 /-(with D.D No. 708497 (Rupees Fifteen Lakh Rupees) of Yes Bank before this Hon'ble Court.

i. The applicant states and submits that, after submitting the Demand Draft, the said applicant will pay Rs. 1,45,00,000/- (Rupees One Crore Forty Five Lakh) within 3 months from today date, i.e prior before August 08<sup>th</sup> 2025 which totals with amount of Rs.1,90,00,000/- (Rupees One Crore Ninety Lakh) prior before August 08<sup>th</sup> 2025, Moreover the co-operation of informant/complainant is significant to the applicant because as the informant/complainant was appointed as the distributor in southern States to



sale the products of applicant company, And being appointed the distributor he has sold the goods into the channel markets of the southern states and billed those vendors and also received money from them.

- j. Therefore if the complainant is received money in the context of Purchase Order from the market of said states, then the amount should scrutinized mutually by the parties and the same shall be deducted from the outstanding amount of applicant and if there is no outstanding dues then the applicant will pay the amount entire amount within 12 months from the date of this Undertaking.

Whatever is stated in the foregoing paragraphs a to j are true to my own knowledge and I believe the same to be true and correct.

09 MAY 2025  
Dated: 09/05/2025

Place- Mumbai, Maharashtra

I know the Affiant

  
Advocate

  
Affiant





### VERIFICATION

I, Shri. Abhijeet Appasaheb Khot, Age- 39 Years, Occupation – Business, R/at- A- 11 Kapil Malhar Bungalows, Baner Road, Baner Pune Maharashtra- 411045 the above named Petitioner, do hereby solemnly affirm that whatever is stated in writ petition the foregoing paragraphs are true to my own knowledge and I believe the same to be true and correct.

Solemnly affirmed at Mumbai, Maharashtra

This 09<sup>th</sup> day of May, 2025.

09 MAY 2025

Deponent

Identified by me,

*Kunal. M.*  
Advocate for Petitioner



Before me.

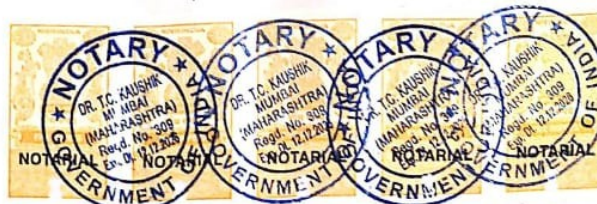
**BEFORE ME**  
*[Signature]*  
09/05/2025  
**DR. T. G. KAUSHIK**  
ADVOCATE HIGH COURT &  
NOTARY, GOVT. OF INDIA  
REGD. NO. 309  
FLAT NO. 504, BLDG. NO. 11,  
POONNE BUILDING, MAHARMUT SHAKTI,  
NEAR JAIN TEMPLE, CHANDIVALI,  
ANDHERI (E), MUMBAI-400 072

**NOTED & REGISTERED**

Sr. No. 484 ..... Page No. 66 .....

Book No. 120 ..... Date: 09 MAY 2025

Seen ☒  
ID/ Aadhar/ PAN/ DL/ EID  
No. XXXX592



**2. Issue notice to the respondent no.2, returnable on 3/7/2025.**

Apart from the Court notice, advocate for the applicant is permitted to serve the respondent no.2 by advocate's private notice by all permissible modes of service and file affidavit of service to that effect before the next date of the hearing.

**3.** In the meanwhile, the applicant has tendered the demand draft of Rs.15 lakhs in the name of the complainant. The said demand draft is accepted by the complainant without prejudice to his rights and contentions.

**4.** Liberty granted to the applicant to move before the vacation Court, subject to urgency.

**(RAJESH S. PATIL, J.)**