AGK

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO.1501 OF 2025

Allwyn Velerian Saldanha &
Sanjay Vithoba Sabale … Applicants
V/s.
The State of Maharashtra … Respondent

ATUL GANESH KULKARNI
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Date: 2025.10.13 18:48:19 +0530

Ms. Mrunmai Kulkarni for the applicants.

Mr. Rajashree V. Newton, APP for the State.

Mr. Ganesh Patil, API, Nhava Sheva Police Station, Navi Mumbai, is present.

CORAM : AMIT BORKAR, J.

DATED : SEPTEMBER 15, 2025

P.C.:

1. The present bail application is filed under Section 482 of the Bhartiya Nagarik Suraksha Sanhita, 2023 ("BNSS"). The applicants seek regular bail in connection with Crime Register No.52 of 2025 registered with Nhava Sheva Police Station for offences punishable under Sections 420, 465, 468, 471 read with 34 of the Indian Penal Code, 1860 ("IPC").

2. The prosecution case is that in September 2022, the informant executed a registered leave and license agreement in respect of Commercial Gala Nos.5 and 4B, admeasuring 18,000 sq. ft., in favour of Allsan Shipping and Logistic Private Limited for a period of three years. The agreement was registered before the Joint Sub-Registrar, Panvel-5. The applicants, being directors of the said company, were responsible for making payment of rent. Initially, rent was paid for 2 to 3 months, but thereafter the applicants stopped making payments.

3. The informant, through her power of attorney holder, one Jagdish Khant alias Thakkar, made inquiries regarding the premises. During such inquiry, she learnt that the premises had been seized by the Customs Department. The applicants neither paid the arrears of rent nor returned possession of the premises.

4. In February 2023, the applicants met the informant and assured that they would clear the arrears of rent from December 2022 and also hand over possession of the premises at the earliest. However, they neither made payment nor remained in contact with the informant despite repeated follow-ups. Later, the applicants informed her that both the Galas were sealed by the Customs Department in connection with another criminal case registered by the Directorate of Revenue Intelligence. The informant then sought to initiate civil proceedings for recovery of possession and made inquiries with the Customs Department, but she could not secure proper information.

5. The informant's power of attorney holder thereafter obtained a copy of a notarized leave and license agreement, which had been submitted by the applicants to the Customs Department under the Right to Information Act. On perusal, the informant found that this notarized agreement was materially different from the registered leave and license agreement of September 2022. Further inquiry revealed that her signature on the said notarized agreement was forged. The notarized document falsely mentioned the period of agreement as five years instead of three years, security deposit as Rs.24 lakh instead of Rs.6 lakh, and also carried alterations in the date of agreement. It is alleged that the applicants, with common intention, forged this document and submitted it before the Customs Department for obtaining a bonded license.

6. Learned counsel for the applicants submitted that the notarized leave and license agreement, alleged to be forged, was executed on 1 September 2022, whereas the registered leave and license agreement is dated 13 September 2022. She submitted that as per the recitals of the notarized agreement, the deposit amount was Rs.6 lakh and the rent was fixed at Rs.3,56,000/-, which was duly paid after execution of the registered agreement. She further pointed out that the informant's signatures appear on each page of the notarized agreement and, therefore, urged that the informant had executed two agreements. On these grounds, she submitted that the applicants have made out a prima facie case for grant of protection under Section 482.

7. On the other hand, the learned APP opposed the application. She submitted that the informant has produced material to show that the notarized agreement dated 1 September 2022 is forged. She, therefore, prayed for rejection of the application.

8. I have considered the rival submissions and perused the record. The allegations essentially relate to non-payment of rent and execution of inconsistent leave and license agreements. Whether the notarized agreement is a forged document or whether it was in fact executed with consent of the informant are questions of fact, which can be determined only during trial. At this stage, the necessary documentary material is already in custody of the investigating agency. No further custodial interrogation of the applicants is shown to be necessary.

9. It is well settled that grant of bail depends on factors such as nature of accusation, severity of punishment, possibility of tampering with evidence or influencing witnesses, and the requirement of custodial interrogation. The offences alleged are triable by Magistrate. The applicants are permanent residents and directors of a company. They have roots in society. Possibility of absconding is remote. The dispute has elements of civil liability which cannot be overlooked.

10. Considering the overall circumstances, I am of the opinion that the applicants have made out a case for grant of bail. Appropriate conditions will safeguard the prosecution case.

11. Hence, the following order:

ORDER

(i) *The anticipatory bail application is allowed.*

(ii) *In the event of arrest,* Applicants are directed to be released on bail in connection with Crime Register No.52 of 2025 registered with Nhava Sheva Police Station for offences punishable under Sections 420, 465, 468, 471 read with 34 of the IPC, on their executing personal bond in the sum of Rs.50,000/- each with one or two solvent sureties in the like amount.

(iii) Applicants shall attend the concerned police station as and when called till filing of charge-sheet.

(iv) Applicants shall not tamper with prosecution witnesses or documents in any manner.

(v) Applicants shall furnish their residential address and mobile number to the Investigating Officer and shall not change the same without prior intimation.

(vi) In the event of breach of any of the conditions, prosecution will be at liberty to move for cancellation of bail.

12. The bail application is allowed and disposed of.

(AMIT BORKAR, J.)

Note: This order is corrected as per order dated 13 October 2025. Corrections are shown in italicize.