Ashish

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

ANTICIPATORY BAIL APPLICATION NO. 2511 OF 2025

Rahul Kumar S/O Rajnath Prasad … Applicant
V/s.
The State of Maharashtra … Respondent

Mr. Sandeep Singh, for the applicant.
Mr. Sagar Agarkar, APP for respondent – State.
Ms. Deepali Patil, PI, Cyber Cell, Panvel

CORAM : AMIT BORKAR, J.

DATED : SEPTEMBER 22, 2025

P.C.:

1. The applicant has filed this application seeking pre-arrest bail under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (BNSS). The apprehension of arrest arises in connection with Crime Register No. 18 of 2025 registered at Kharghar Police Station, Navi Mumbai. The offences alleged are under Sections 318(4), 340, 336(3), 338 read with Section 3(5) of the Bharatiya Nyaya Sanhita, 2023 (BNS) and Sections 66(d) and 66(c) of the Information Technology Act, 2000.

2. The prosecution case in short is that the complainant, a 70-year-old senior citizen, was frequently receiving calls regarding life insurance policies. In 2020, he applied for such a policy through an agent. He paid Rs. 1,94,500/- by cheque and underwent a medical test. On being declared unfit, the said amount was refunded to him.

3. In February 2024, one Anjali Arora called the complainant and informed him that interest payable on his HDFC Life Insurance policy had not been refunded and he should get enrolled. Though he did not initially respond, he continued to receive calls from her. Later, one Ashitosh Srivastava called, introducing Anjali as a representative and Zonal Head of Coreliferealtors. He sent the complainant an agent code deactivation form which was duly signed and returned by the complainant on WhatsApp. Thereafter, Ashitosh sent him UPI details and asked him to make payments through RTGS towards draft funds of Coreliferealtors. The complainant made payments on 15 March 2024, 22 March 2024, and 3 April 2024. On 3 April 2024, one Suraj Saxena also called, claiming to be from Accounts, and asked for Rs. 1,000/-, which was paid through RTGS. The complainant also received a confirmation email from info@coreliferealtors.com showing an investment of Rs. 19,26,956/-. Thereafter, though he stopped payments for about two and a half months, he continued receiving calls from Anjali and Ashitosh from different numbers.

4. Ashitosh later informed him that his file was transferred to the Finance Department and one Rajiv Dixit would handle the matter. In June 2024, Rajiv called, stating that the file required clearance and advance tax payment. On 13 June 2024, the complainant paid Rs. 4,06,214/- but thereafter suspected fraud and stopped further payments.

5. In July 2024, one Balkrishna Shastri, claiming to be Regional Head, asked him to transfer Rs. 2,59,159/- if he wanted his money back urgently. As he refused, he continued to receive threatening calls. He was later told that his file was transferred to the Collection Department. In August 2024, one Shreya Sharma, representing herself from the Collection Department, called and referred to his Policy No. 5024255696 and ID No. 003/4. She asked for a cancellation letter, which he sent, but she later said that only Ashitosh had the authority to cancel the policy.

6. Between October 2024 and 21 November 2024, Ashitosh asked for Rs. 2,34,300/- as cancellation charges and later informed that the file was with one Deshmukh of the Finance Department. Calls followed from Deshmukh, and on 26 and 27 November 2024, the complainant transferred Rs. 3,58,000/- to Coreliferealtors and Green Mother Earth Pvt. Bhadohi. Subsequently, Ashitosh asked for Rs. 99,999/- towards processing fees and further demanded copies of Aadhar Card, his wife's photograph, bank passbook, and a signed blank paper, which the complainant sent via courier to Noida. On 22 November 2024, he was again called upon to pay Rs. 1,00,000/- towards technical fees, which he did.

7. The complainant contacted Anjali Arora, who asked him to email all investment details to helpdesk@coreliferealtors.com. He sent the details on 23 December 2024 but got no response. Later, Balkrishna asked him to pay Rs. 98,600/- towards SMS charges for closure, which he also paid.

8. On 27 December 2024, Ashitosh informed him that his file had been cleared and that only Rs. 2,93,000/- remained payable. The complainant paid the said amount. Ashitosh assured him that the file would be closed on 2 January 2025 and even promised to visit his house with his family on 4 January 2025. When he later tried contacting Anjali, Ashitosh, and Balkrishna, none of them responded. On 30 December 2024, Balkrishna sent a message saying he was hospitalised.

9. On 2 January 2025, Ashitosh again called, demanding Rs. 97,300/- towards processing fees, which was transferred through Google Pay. On the same day, the complainant informed his daughter, Dr. Kalpana Gupta, about his payments totalling Rs. 39,44,448/-. She realised it was a fraud and lodged a complaint online with the Cyber Police Station through the NCRP Portal on 11 January 2025.

10. Learned counsel for the applicant submitted that the applicant has been falsely implicated. According to him, one Rohit Sharma is the main person behind CoreLife Realtors. The material on record, including the spot panchanama and statements of co-accused, shows that Rohit Sharma is the actual beneficiary, while the applicant was only an employee of CoreLife Realtors. He argued that merely because some documents show the applicant as proprietor, he cannot be treated as the real proprietor of the firm.

11. He further submitted that during a raid at the applicant's residence, cash of Rs. 4,43,000/- was recovered. He pointed out that another FIR has been registered against the applicant in the State of Madhya Pradesh for a similar offence, but the allegations there also are false. He, therefore, prayed for continuation of the interim relief already granted.

12. On the other hand, learned APP opposed the application. He drew attention to a statutory document issued by the Ministry of Commerce and Industry, Government of India, through the Director General of Foreign Trade. In that document, CoreLife Realtors is shown as a proprietorship firm and the applicant is named as its proprietor.

13. The learned APP further pointed out that the applicant himself opened a bank account in the name of CoreLife Realtors, using the firm's email address, which is also mentioned in the FIR. He submitted that the bank accounts of the applicant in four to five different banks clearly show that money from victims was credited into the account of CoreLife Realtors. Though some money was also found transferred into the account of Rohit Sharma, the main beneficiary is CoreLife Realtors. He further submitted that similar cases have been registered in Madhya Pradesh vide FIR No. 492 of 2025 and FIR No. 475 of 2025, which shows that the modus operandi in the present case is the same as in those offences.

14. The court must examine two things. First, whether the applicant has made out a prima facie case of false implication. Second, whether the facts show such a danger of tampering with evidence, influencing witnesses, repetition of offence, or flight risk that pre-arrest relief would frustrate investigation or public interest. The seriousness of the offences and the nature of the evidence weigh heavily in this enquiry.

15. The complainant is a 70 year old senior citizen. The transactions on record show large sums. The complainant paid sums totaling Rs. 39,44,448. The complainant received a confirmation e-mail showing an “investment” of Rs. 19,26,956. Investigating officers recovered cash of Rs. 4,43,000 from the applicant’s residence. The Directorate General of Foreign Trade document shows CoreLife Realtors as a proprietorship and the applicant as proprietor. The applicant opened a bank account linking the firm’s e-mail id. Accounts in four to five banks show credits from victims to accounts in the name of CoreLife Realtors. The complainant sent signed documents, Aadhar copies and a signed blank page to the persons running the scheme. Two other FIRs in Madhya Pradesh bearing Nos. 492 of 2025 and 475 of 2025 relate to similar transactions and similar modus operandi.

16. The applicant says he is an employee. He relies on statements of co-accused and spot panchanama which, he says, show Rohit Sharma as the beneficiary. He says the documents that bear his name do not make him the real proprietor. The prosecution relies on statutory and bank records. It points to the IEC, bank accounts, e-mails, receipts and the pattern of transfers from victims to CoreLife Realtors. It relies on recovery of cash and the existence of similar FIRs to show a systemic operation.

17. Co-accused statements and spot panchanama are relevant; they do not decide the matter at the bail stage. Documentary records carry distinct weight at the prima facie stage. A statutory document issued by the Central government naming the applicant as proprietor cannot be ignored lightly. Bank records show movement of victim funds into accounts linked to CoreLife Realtors and to accounts opened by the applicant. The recovery of cash from the applicant's house supports the inference that he handled proceeds. The couriering of signed KYC and a blank signed page to Noida shows access to, and control over, documents that are material to the investigation.

18. The offences concern large sums taken from a senior citizen. The operation involved multiple persons and multiple accounts. The applicant has access to bank accounts, e-mail credentials and originals/copies of identity documents. If released on anticipatory bail, there exists a real and tangible risk that the applicant may tamper with bank records, delete e-mails, dispose of or alter documents, influence other accused or victims, or dissipate the proceeds. The existence of similar FIRs in another State increases the risk of repetition and of coordinated action to frustrate recovery.

19. On balance, the applicant has failed to show a strong case of false implication that would justify pre-arrest relief. The nature and weight of documentary evidence, the recovery of cash, the pattern of bank transfers, and the risk to the investigation and victims persuade the court to refuse anticipatory bail. Interim protection earlier granted is vacated.

20. The application under Section 482 BNSS stands dismissed.

21. The application is disposed of.

(AMIT BORKAR, J.)