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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **BAIL APPLN. 2127/2025 & CRL.M.A. 17406/2025 STAY**

KAVI RANCHOR JUMANI

.....Petitioner

Through: Mr. R.K.Pillai and Mr. Neelkamal
Mishra, Advs.

versus

STATE GOVT OF NCT OF DELHI AND ANRRespondents

Through: Ms. Shubhi Gupta, APP for the State
with Insp. Pushpendra, P.S.Rani
Bagh.
Mr. Anil Sharma and Mr. Yakshap,
Adv. for R-2.

CORAM:

HON'BLE MR. JUSTICE RAVINDER DUDEJA

ORDER

% **09.07.2025**

1. This is an application for grant of anticipatory bail under Section 438 read with Section 482 BNSS, 2023, filed on behalf of the applicant Kavi Ranchor Jumani in case FIR No. 80/2020, under Section 420/406/34 IPC, PS Rani Bagh, North-West District.
2. Learned counsel for the applicant submits that applicant is neither a Director/Promoter/Subscriber nor has any concern with M/s. Krisco Media FZC [hereinafter "**Krisco**"]. Applicant was neither the account-holder nor nominee in the account of Krisco. Thus, he is neither a beneficiary nor a signatory to the to the Distribution Agreement between the complaint and Krisco. He has not signed any document or sent any communication relating to the alleged transaction and is not involved whatsoever with the accused company. The dispute is purely civil in nature and has been maliciously



initiated by the complainant to harass the applicant, who has no role or involvement in the matter. There is no evidence of any transaction conducted through the bank account of the applicant in relation to the alleged arrangement. Applicant has not received any monetary benefit or consideration from the said arrangement in his bank account. As such, the essential ingredients to establish an offence under Section 420 IPC are not satisfied.

3. It is further submitted that Investigating Officer never issued any mandatory notice under Section 41-A of the Code of Criminal Procedure [“Cr. PC”] or even under Section 91 Cr. PC to the applicant. Applicant is neither privy to the agreement nor beneficiary to the alleged transaction. He has been implicated merely because he happens to be the son/brother of co-accused Ranchor Jumani and Amit Jumani.

4. It has been further submitted that complainant had earlier filed a civil suit against the co-accused and in the said civil suit so filed, the name of the applicant was not mentioned in the memo of parties and no relief was sought against the present applicant, which is evidence to the fact that applicant has no role in the alleged transaction between the complainant and co-accused Amit Jumani. He has been named in the FIR to pressurize co-accused Amit Jumani to settle the financial dispute.

5. Learned APP, supported by the learned counsel for the complainant, has opposed the bail application submitting that during the course of the deal, applicant convinced and fraudulently induced the complainant to part away 1,00,000/- USD for the transfer of distribution rights of the movie, which was not eventually done. Learned APP submits that the applicant joined the investigation but did not cooperate in the investigation and did not



tell about the whereabouts of co-accused Amit Jumaní and Ranchor Jumaní, who have not joined the investigation till date. It is argued that the allegations are grave and serious in nature, and therefore, applicant is not entitled for the grant of bail.

6. I have considered the rival submissions. The FIR in this case has been registered under Section 420/406/34 IPC on the statement of one Kailash Mishra, Administrative Officer of M/s. Teleone Consumers Products Pvt. Ltd. alleging that the complainant company owns and operate the channel “Mahamovie” and it purchases movies for broadcasting/telecasting on their channel. Co-accused Amit Jumaní met the Directors and CEO of the complainant company in Singapore and Mumbai, introducing himself as the Director of Krisco, which is a Dubai based company, having its sister concern in Mumbai. He along with the present applicant and co-accused Sanjay Hariram Jumaní and Ranchor Jumaní, claimed to have dubbing rights of the movie “Shin Godzilla” and offered to provide its distribution rights to the complainant in English language, and thereafter, dubbing it in Indian languages. They offered the complainant to take distribution rights of the above said movie from Krisco and upon their inducement, the company entered into the distribution agreement dated 07.04.2017 and in terms of the said agreement, complainant company transferred the agreed amount of 1,00,000/- USD in the account of Krisco. However, after receipt of this amount, the applicant and the co-accused persons started avoiding the complainant and did not deliver the movie “Shin Godzilla”.

7. As per the status report, Amit Jumaní and Ranchor Jumaní were the Directors of Krisco. The only role attributed to the present applicant, as per status report, is that he had been involved during the deal between the



complainant at Mumbai and convinced the complainant that applicant is looking after the works of the alleged company in India. It is not the case of the police that applicant is in any manner the beneficiary of amount of 1,00,000/- USD transferred to the account of Krisco.

8. Admittedly, applicant has joined the investigation on 02.03.2025 and 02.08.2024. Learned counsel appearing for the applicant states that applicant is still ready and willing to join and cooperate in the investigation. The evidence is essentially documentary in nature, and therefore, no custodial interrogation of the applicant would be required. Co-accused Sanjay Hariram Jumani, with almost similar role, has since been granted anticipatory bail, and therefore, the present applicant is also entitled for the same on the ground of parity.

9. Hence, keeping in view the entire facts and circumstances, in particular the fact that applicant has already joined the investigation and is still ready and willing to join the same and will not be required for the purpose of custodial interrogation, it is directed that in the event of arrest, he be released on his furnishing a personal bond in the sum of Rs. 30,000/- with a surety of the like amount to the satisfaction of Arresting Officer/IO/SHO with condition that he shall join and cooperate in the investigation of the case as and when directed by the IO and shall not try to tamper with the evidence.

10. The application accordingly stands disposed of.

RAVINDER DUDEJA, J.

JULY 9, 2025

RM