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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CR. ANTICIPATORY BAIL APPLICATION NO. 1450 OF 2026

Pravin Chavinath Singh ...Applicant
V/s.
State of Maharashtra ...Respondent

WITH
CR. ANTICIPATORY BAIL APPLICATION NO. 1460 OF 2026

Ravi Kallappa Pujari ...Applicant
V/s.
State of Maharashtra ...Respondent

Mr. Kusum Pandey a/w Ms. Divya Pandit, for the Applicant.

Ms. Anagha A. Deshmukh, APP for the Respondent – State.

Mr. Subhash Jha a/w Mr. Siddharth Jha i/b Law Global Advocates for Intervenor.

Mr. Nitin Gije, PI, Charkop Police Station, is present.

CORAM : PRAFULLA S. KHUBALKAR, J.
DATE : 07th OCTOBER, 2026.

P.C. :-

1. Heard learned counsel for applicant, learned APP for respondent-State and learned counsel for complainant.

2. The applicants have filed the instant application seeking pre-arrest bail under Section 482 of BNSS for offence bearing C.R. No.

332 of 2026 registered with Charcop Police Station for offence under Sections 316(2), 318(4), 336(2), 336(3), 336(4), 338 read with section 3(5) of the BNS of 2023.

3. The FIR is registered on the basis of a report lodged by the complainant, alleging that the accused have acted in collusion to forge and fabricate the document of Reconstitution of Partnership Deed dated 10.07.2025 by adding two clauses, i.e. Clause Nos. 23 and 24, in the said document and by forging the signatures of the parties, in order to obtain an advantage. On the basis of report, the FIR is registered against four accused persons and apprehending arrest, accused no. 1-Ravi Kalappa Pujari and accused no. 2-Uday Kalappa Pujari, have filed Anticipatory Bail Application No. 1460 of 2026, so also accused no. 3 Pravin Chavinath Singh and Vinay Shamcharan Singh, have filed Anticipatory Bail Application No. 1450 of 2026. Since common arguments are advanced by the learned counsel for applicants as well as learned APP and learned counsel for respondent no. 2, both the matters being decided by this common order.

4. Advocate Kusum Pandey, learned counsel for applicants, submitted that the applicants are falsely implicated, since the offence is registered by way of counterblast to an earlier report lodged by the applicant/Ravi Pujari, on the basis of which FIR No. 03 of 2026 has

been registered with Kashimira Police Station against the complainant and others for several offences. She submitted that the said FIR was registered on 02.01.2026 on the basis of allegations by the complainant therein i.e. Ravi Pujari (who is applicant in Anticipatory Bail Application No. 1460 of 2026), that the accused persons named therein have forged and fabricated the document of Reconstitution of Partnership Deed by deleting Clause Nos. 23 and 24. It is thus submitted that the complainant and other accused persons are facing charges of similar offence in the said FIR and the FIR in question is lodged by way of counterblast.

Apart from this, learned counsel for applicants submitted that the grievance raised by the complainant on same set of facts was found non-cognizable by Police department and the complaint of the complainant was closed by communication dated 02.01.2026 issued by the Assistant Police Inspector of Kashimira Police Station (page 96 of the paper book).

5. Learned counsel for applicants also submitted that the allegations about forgery and fabrication of documents by inserting the two clauses are made by the complainant by way of after thought and in order to create a false defence in the criminal case which is already registered against the complainant. By inviting attention to

statement of the complainant recorded on 27.10.2025 in connection with the same controversy, she submitted that there are no allegations in the said statement about any kind of forgery by way of addition of clauses. She, therefore, submitted that the allegations in the FIR are without any basis. Apart from this, she submitted that the controversy between the parties is now refered to arbitration and considering the nature of the dispute, there is no need for custody of the applicants.

6. It is also submitted by applicants that, considering the contentions of the applicants, this court had earlier granted interim protection by order dated 24th June 2026, and accordingly, the applicants have attended the Police Station and extended cooperation. She submits that there are no criminal antecedents against the applicants and they are still ready to extend cooperation during investigation and trial. She, therefore, prays for confirmation of the interim protection.

7. As against this learned counsel for respondent no. 2/intervener vehemently opposed the application and submitted that there are specific allegations in the FIR about acts of forgery and fabrication of documents and investigation in that regard is necessary. By inviting attention to the document of Reconstitution of Partnership Deed dated 10th July 2025, he submitted that there is variance with

respect to the two Clauses i.e. Clause Nos. 23 and 24, as against Clause Nos. 1 to 22, on comparison of the font size and spacing. He submitted that there is variance with the signatures of the parties on the added page, which makes the document suspicious and in view of this, he submitted that the applicants, being the beneficiary of the said two clauses, need to be prosecuted. He also submitted that the offence of criminal breach of trust is apparent in view of the fact that the document which was submitted before the Registrar of Firms did not contain the said two clauses and the accused have introduced the two clauses in order to obtain unlawful advantage.

8. Learned APP for the respondent also opposed the application and submitted that there are specific allegations in the FIR about alteration of the document by adding the two clauses bearing clause Nos. 23 and 24. However, she also candidly submitted that a separate offence bearing FIR No. 03 of 2026 is also registered with Kashimira Police Station on the basis of report lodged by Ravi Pujari (applicant herein), on the allegation that the said two clauses are deleted from the said document. She submitted that, in view of the registration of the offence, further investigation needs to be conducted. On the basis of instructions from the Investigating Officer, who is personally present in the court, she submitted that the original

document of Reconstitution of Partnership Deed is still not supplied by the complainant to the Investigating Officer and in this situation, the investigation is still going on. She has not disputed that the applicants have attended the Police Station in accordance with the interim protection order.

9. In the background of above contentions, I have perused the FIR and the documents placed on record. It has to be noted that the applicant (Ravi Pujari) has earlier lodged FIR No. 03 of 2026 with Kashimira Police Station alleging several offences against the complainant (Rajeshkumar Ramnarayan Jha) and others in which it is alleged that the two clauses i.e. clause Nos. 23 and 24 of the document of Reconstitution of Partnership Deed, were deleted by the accused persons therein. It is crucial to note that, with regard to the said two clauses, the FIR in question is lodged by the complainant, alleging that the two clauses are added by these applicants. As such, the controversial issue as to whether the two clauses are added or deleted is subject matter of investigation. Thus, for this purpose, the investigation could be further conducted on the basis of documents to be made available by the concerned parties.

10. In view of the fact that FIR No. 03 of 2026 was registered on 02.01.2026, with Kashimira Police Station, on the report lodged by

the applicants herein, it *prima facie* appears that the FIR against these applicants (bearing FIR No. 332 of 2026) is registered by way of counterblast. Further, it has to be noted that the communication dated 02.01.2026 was issued by Assistant Police Inspector of Kashimira Police Station about allegations of some transactions in the name of Kiran Construction Company with respect to land bearing Survey No. 161, stating therein that no cognizable offence was found and the complaint was closed. The grievance raised by the complainant in the FIR in question also revolves around the sale transaction of Survey No. 161 and as such, the contentions of the applicants about the controversy being a civil dispute also needs consideration. It has also to be noted that, in the complainant's statement recorded on 27.10.2025, there are no allegations of any kind of insertion of Clauses 23 and 24 and as such, the allegations made in the FIR in question dated 24.04.2026, *prima facie* appear to be raised by way of after thought.

11. Having regard to the allegations in FIR and after considering the contentions canvassed by both the parties, it appears that the alleged complaint is about the criminal breach of trust and cheating only on account of addition of the two clauses in the said document of Reconstitution of Partnership Deed. As such,

investigation in the offence would be conducted on the basis of documentary evidence. Therefore, custodial interrogation of the applicants need not be insisted upon. It is crucial to note that the complainant is required to make available the original document for the purpose of further investigation.

12. It is also relevant to note that the parties have already invoked arbitration clause and the arbitration proceedings with respect to the actual controversy are already going on. Thus, the contentions of respondent no. 2 about manipulation of the document by addition of two clauses or contentions about variance in the document with respect to the font size, manner of description do not demonstrate any need for custodial interrogation of the applicants at this stage. The allegations about forgery of the documents are subject matter of investigation and the same can be conducted without insisting for custody of these applicants.

13. In view of the above, it has to be noted the applicants were granted interim protection by order dated 24th June 2026, and there is nothing on record to show that they have misused the liberty. It has been pointed out that the applicants have attended the Charcop Police Station in accordance with interim protection order and they are ready to further extend cooperation. In view of all these aspects, I find this

to be a fit case to confirm the interim protection by directing the applicants to extend cooperation during investigation and trial.

14. Hence, for all the above mentioned reasons, the instant application is allowed. The interim protection granted by order dated 24th June 2026 stands confirmed, with modification of the condition of attendance, with a direction that the applicants shall attend the Investigating Officer as and when called upon.

(PRAFULLA S. KHUBALKAR, J.)