

Harish

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION**

ANTICIPATORY BAIL APPLICATION NO. 1019 OF 2026

Pawan Khemani

...Applicant

V/S.

The State of Maharashtra And Anr.

...Respondents

Adv. Niteen Pradhan a/w Adv. Hrishikesh Mundargi, Chetan Alai, Pawani Chadda, Rishab Chaurasia, for the Applicant.

Adv. Arfan Sait, APP for the Respondent – State.

Senior Adv. Haresh Jagtiani a/w Tejas Bhatt, Pushpvijay Kanoji i/b Saloni Sathe, for the Respondent No.2.

PI - Mr. Nitin Pagar, EOW, Mumbai is present.

CORAM : PRAFULLA S. KHUBALKAR, J.
RESERVED ON : 29TH AUGUST, 2026.
PRONOUNCED ON : 29TH SEPTEMBER, 2026

P.C. :-

1. Heard Adv. Niteen Pradhan along with Adv. Hrishikesh Mundargi learned counsels for the applicant and Adv. Arfan Sait learned APP for the respondent-state as well as Senior Advocate Haresh Jagtiani, along with Mr. Tejas Bhatt, for the respondent no. 2.

2. The instant application under Section 482 of Bharatiya Nyaya Suraksha Sanhita (in short BNSS) has been filed by the applicant seeking pre- arrest bail in connection with Crime No. 84 of 2025, registered with

EOW, Mumbai, (C.R. No. 699 of 2025, dated 15.09.2025 registered with MIDC Police Station, Mumbai), for the offence punishable under Sections 406, 420, 465, 467, 471 and 474 of Indian Penal Code (IPC), 1860.

3. The FIR came to be registered on the basis of a report lodged by the informant, who was working as a Assistant Manager (Legal) in Vistra ITCL India Ltd, Family Trust. The informant has alleged that one Mr. Jawaharlal Rijhumal Gangaramani has established Gangaramani Family Private Trust, and has transferred all his properties in the name of the trust and the work of managing and looking after the property of the trust is entrusted to the informant company. The gist of allegations in FIR is stated thus ;

(a) It is alleged in the complaint that the trust had owned three offices, out of which office no. 403 was let out to the accused. Mr. Pawan Khemani and monthly rent was fixed, which was to be paid from July, 2008. It is alleged that the accused had given rent from July, 2008 to March, 2010 through various cheques but thereafter failed to deposit the rent. On the basis of certain financial constraints conveyed by the accused, the monthly rent was reduced and thereafter the accused paid part of the arrears of rent and failed to pay rent from August, 2011 onwards. The accused was in arrears of rent from August, 2011 to August, 2013 amounting to Rs. 73,92,000/- and out of this amount he paid only Rs. 25,00,000/-. Since the accused had failed to pay the rent and vacate the office, in November, 2021, a notice was issued to

the accused to vacate the office and pay the rent. On failure to pay the rent, a civil suit bearing Suit No. 133 of 2022 came to be filed by Jawaharlal Gangaramani against the accused in the Court of Small Causes at Bandra.

(b) It is alleged in the report that as a counter blast to this suit, the accused filed a separate suit bearing Civil Suit No. 79 of 2024 in this Court seeking specific performance of contract on the basis of certain agreements which bears forged signature of Mr. Jawaharlal Gangaramani and Smt. Usha Gangaramani. It is alleged that the suit is filed on the basis of forged documents of 2013 in the nature of an agreement to sale and a document of memorandum of understanding. It is alleged in the report that the accused had failed to pay the rent towards Office No. 403 and has on the basis of forged and fabricated documents filed the suit to grab the property worth of Rs.12,00,000,00/-. On the basis of these allegations, the FIR is registered against this applicant.

4. Advocate Nitin Pradhan learned counsel for applicant advanced several arguments, which are briefly stated below ;

(i) The dispute is primarily civil in nature, with respect to which civil litigations are already pending and the civil dispute is given the colour of an offence. He submitted that the actual controversy in between the complainant and the applicant is subject matter of a dispute, in the suit for eviction which is filed against this applicant before the Court of Small Causes at Bandra bearing LEC Suit No. 133 of 2022. He submitted that the

further controversy in between the parties is a subject matter of another civil suit filed by the applicant which is a suit for specific performance, filed before this Court bearing Suit No. 79 of 2024. He submitted that the applicant's suit is based on an agreement to sale, executed by the original owner and the issues about legality of the said agreement to sale is subject matter of adjudication in the said suit. He also submitted that instead of contesting the said suit on merits, by filing its written statement, the complainant has filed the FIR by way of counter blast to the suit.

(ii) Learned counsel for applicant also vehemently submitted that the lodging of report by the complainant is itself an abuse of process since the earlier complaint lodged by the complainant based on the same set of allegations was found to be a civil dispute, on the basis of its scrutiny by the police department. By inviting attention to the communication dated 14th March, 2024 (at page 237 to 242) issued by the Police Inspector of MIDC Police Station, Thane, he submitted that the complaint lodged by the complainant was refused to be entertained as a criminal matter. In view of this report of the Police Inspector, it is submitted that the subsequent report lodged by the complainant based on the same allegations, also deserved to be categorized as a civil dispute. He thus submitted that in any case, considering the nature of the dispute to be primarily civil dispute, the custody of this applicant is absolutely not warranted.

(iii) It is submitted that even if the allegations levelled in the report are

considered, it appears that the nature of investigation would be based on documentary evidence and the necessary documents are already available with the investigating agency and therefore custodial interrogation of the applicant is not warranted.

(iv) The gravamen of allegations is about forgery of the documents in the nature of agreement to sale and memorandum of understanding which are filed in the suit before this Court. The controversy as raised in the eviction suit so also in the suit for specific performance, is a civil matter. The document filed by this applicant in the suit, if alleged to be forged documents and offence of forgery if any, could be a subject matter of proceedings under Section 379 of BNSS (Section 340 of Cr.P.C.) since the documents are filed in the suit. He further submitted that there is nothing to show that any offence referred in Section 195(1)(b) (ii) of Cr.P.C. has been committed.

(v) To highlight the legal position with respect to distinction between Sections 195(1)(b)(i) and 195(1)(b)(ii), he placed reliance on judgment of Hon'ble Supreme Court in the matter of ***Bandekar Brothers Private Ltd. And Ors. Versus Prasad Vasudev Keni And Ors.*** reported at (2020) 20 SSC 1.

(vi) It is submitted that the complainant has inflated the value of the property only to bring the controversy within the jurisdiction of EOW and even the cognizance taken by EOW was unwarranted.

(vii) By pointing out the period of occurrence of the offence as stated in the FIR itself, from 25th June, 2008 till 26th June, 2023, it is submitted that the registration of the FIR in September, 2025 is belated and without any justification for delay.

(viii) It is submitted that after the complainant had raised the grievance, the applicant was called upon by the investigating agency to attend the office of EOW and accordingly the applicant has attended on 65 times. Thus, it is submitted that the applicant has already extended cooperation in the investigation and is again ready to extend cooperation by attending the office of EOW as and when called upon and hence the custody of the applicant need not be insisted upon.

5. As against this, learned SPP for the respondent-state and Mr. Haresh Jagtiani learned senior counsel for the respondent No. 2 had vehemently opposed the application. Advocate Arfan Sait, learned APP appearing for the EOW submitted that there are specific allegations in the FIR pointing out the entire conduct of the applicant in committing the offence. He submitted that the office premises was taken by the applicant on rent, however, despite the undisputed status of the applicant, he raised false claim on the basis of forged documents of 'MOU' and agreement to sale. He submitted that the applicant has falsely claimed that he has paid an amount of Rs. 1.94 crore, even though the value of the subject property is more than Rs. 20 crores. He submitted that in view of opinion of handwriting expert,

the signature on the documents are forged, and the applicant being the beneficiary is liable to be prosecuted. He also submitted that crimes of similar nature are pending against the applicant and his custodial interrogation is required for the purpose of investigation.

6. Mr. Jagtiani learned Senior counsel for the respondent No. 2, advanced several submissions, which are briefly reproduced below ;

(a) The offences alleged in the FIR are serious in nature showing fraudulent conduct of the applicant based on forged documents of agreement to sale dated 14th September, 2013 and ‘understanding for sale/purchase of office premises’ dated 6th February, 2008. He submitted that both these documents are on plane, ledger paper, unstamped and unregistered and bear forged signatures of Mr and Mrs Gangaramani and thus the entire basis of applicant’s claim is illegal.

(b) The status of the applicant was undisputedly based on leave and license agreement against monthly compensation. By pointing out various communications, particularly letter dated 25th June, 2008 signed by the applicant, specifying the leave and license agreement and other letters issued by Baba Realtors and Developers Pvt. Ltd. from 1st September, 2008 to 1st March 2011, along with the cheques and TDS certificates issued by applicants company, he submitted that undisputedly the status of the applicant was based on the leave and license agreement. Thus the assertion made by the applicant based upon the agreement to sale is based on

fraudulent documents. He submitted that the contentions of applicant are inherently false and unbelievable, since the applicant had even failed to pay rent regularly on account of its own financial constraints as put forth from time to time and still introduced a story about payment of Rs.1,00,000,00/- in cash, which is without any basis.

(c) By inviting attention to the applicant's police statement dated 8th February, 2015 regarding the sale transaction and the averments in the anticipatory bail application, he submitted that there are glaring variances and contradictions in the story put forth by the applicant, which shows that the applicant has based his case on falsehood. He submitted that the applicant has intentionally fabricated the documents to cause wrongful gain to himself and wrongful loss to the victims. He also invited attention to the conduct of the applicant who has committed fraud against the victims and to patch up his fraudulent activities has gone to the extent of making unfounded allegations against the advocate appearing for the intervener.

(d) The applicant has not extended cooperation to the investigating agency and has always attempted to mislead it by not disclosing the true transactions.

(e) Considering the past conduct of the applicant, there is possibility of tempering with the evidence on record and custodial interrogation of the applicant is necessary.

7. In the backdrop of these submissions, rival contentions fall for my

consideration.

8. While considering the rival contentions, it has to be noted that this court is considering the case for the purpose of deciding the application for grant of anticipatory bail. Thus, the focus is on the factors to be considered for grant of anticipatory bail and presence or absence of those factors in the facts and circumstances of the instant case. Although learned counsel for applicant as well as respondents have advanced submissions on merits of the allegations and has attempted to point out the presence and absence of ingredients of the offence, it has to be noted that at this stage, this Court is not required to record any observations about the contents of the documents and its authenticity as the same would depend on the evidence to be laid by the parties.

9. On perusal of the FIR and the documents placed on record, following crucial aspects emerge.

(i) The gravamen of allegations in the FIR is about forgery of the two documents in the nature of agreement to sale and memorandum of understanding. Pertinent to note civil litigations are pending before the Civil Court and before this Court, wherein the authenticity and legality of these documents would be tested on the basis of evidence to be laid by the parties.

(ii) The crux of allegations in the FIR is the alleged forgery of the signatures on these documents. These documents are already available with the investigation agency and the original documents if required, can be

secured. The allegations about forgery of these documents or forgery of signatures of the parties on these documents is a part of investigation. The position of law is settled that for the purpose of securing any documents, custodial interrogation of a person is not required.

(iii) It is crucial to note that the same set of allegations were earlier considered by the police officials and it has been found that the controversy is civil in nature, as can be seen from the report dated 14th March, 2024 issued by the police inspector, MIDC Police Station, Mumbai(page number 237 to 239 of the paper book). It has been noted that on the same set of allegations, a subsequent report is lodged by the complainant, and on that basis, the instant FIR is registered. Thus, in view of this report and further, considering the fact that civil suits are pending in between the parties with respect to the two documents, I *prima facie* find force with the contentions of the applicant that the civil transaction is tried to be given a colour of an offence. In any case, considering the nature of offence based on the allegations as levelled in the FIR, at this stage, the custodial interrogation of this applicant does not appear to be warranted.

(iv) In the backdrop of the controversy as raised by the respective parties, while considering the instant application for grant of bail in anticipation of arrest, it is crucial to see as to whether at this stage, the custodial interrogation of this applicant is necessary. It has to be noted that the FIR is already registered and with regard to allegations of forgery, further

investigation would be conducted which is primarily related to documentary evidence, which are already available with the investigating agency and further documents can be collected by calling upon the parties to produce them. As such, for the purpose of collecting documentary evidence, custody of the applicants is uncalled for.

(v) Although learned counsels for applicant as well as respondents have cited several judgments of Hon'ble Supreme Court, it has to be noted that the position of law laid down therein is not disputed. The instant matter is an application for grant of anticipatory bail and the judgments cited dealing with legal issues based on evidence in respective cases are not required to be dealt with at this stage, since it would involve rendering certain findings about the documents and the same has to be avoided as the findings will have to be recorded by the concerned Court on the basis of evidence to be laid by the parties.

(vi) Pertinent to note, the applicant has categorically stated that he has attended the office of EOW on about 65 times and has expressed readiness to attend the investigating agency. As such, there is nothing to indicate that the applicant is fleeing away and would not be available during trial. Thus, it is clear that the presence of this applicant can be secured for the purpose of investigation and trial and his custodial interrogation is not warranted.

10. In view of the above, I am of the considered opinion that the personal liberty of this applicant needs to be protected by granting him bail

in anticipation of arrest.

11. Hence, I pass the following order :

: ORDER :

- i] The anticipatory bail application is allowed.
- ii] In the event of arrest of the applicant in Crime No. 84 of 2025, registered with EOW, Mumbai, (C.R. No. 699 of 2025, dated 15.09.2025 registered with MIDC Police Station, Mumbai) for the offence punishable under Sections 406, 420, 465, 467, 471 and 474 of Indian Penal Code (IPC), 1860, he be released on bail on furnishing P. R. Bond of Rs. 25,000/- (Rupees Twenty Five Thousand only) with one solvent surety of the like amount.
- iii] The applicant shall cooperate with the Investigating agency during investigation and trial.
- iv] The applicant shall not directly or indirectly pressurise or influence the witnesses.

12. Accordingly, the anticipatory bail application is allowed and disposed of.

(PRAFULLA S. KHUBALKAR, J.)