



**IN THE COURT OF SESSIONS AT DINDOSHI  
(BORIVALI DIVISION), GOREGAON, MUMBAI  
ANTICIPATORY BAIL APPLICATION NO.1957 OF 2022  
(C. R. No.83/2022 of Meghwadi Police Station )**

- |    |                                     |   |               |
|----|-------------------------------------|---|---------------|
| 1. | Mr. Ravindra Shankar Harad,         | ] |               |
|    | Age 44 years, Occ : Business,       | ] |               |
| 2. | Smt. Chitra Ravindra Harad,         | ] |               |
|    | Age 44 years, Occ : Business,       | ] |               |
|    | Both are R/a. Room No.1602,         | ] |               |
|    | Vijeta A-Wing, Dosti Vihar Complex, | ] |               |
|    | Kores Road, Vartak Nagar,           | ] |               |
|    | J.K.Gram, Thane (W), 400 601.       | ] | ...Applicants |
|    | Versus                              |   |               |
|    | State of Maharashtra,               | ] |               |
|    | (Through Meghwadi Police Station)   | ] | ...Respondent |

Ld. Adv. Vishalya for applicants.  
Ld. Addl. P.P. Ambekar for State.

**CORAM : SHRI S.M.BHOSALE,  
1<sup>st</sup> Additional Principal Judge,  
Court Room No.01.  
Date : 12<sup>th</sup> December, 2022**

**ORAL ORDER**

1. This is an application under Section 438 of the Code of Criminal Procedure 1973, for anticipatory bail in an apprehension of arrest in connection with Crime No.83/2022 registered with Meghwadi Police

Station for the offence punishable under Sections 406, 420 r/w. 34 of the Indian Penal Code.

2. In short, the informant is holding a company in the name and style as S & D Integrated Pvt. Ltd., at Jogeshwari (E). Her company is engaged in business of Infrastructure Development, Optical, Fiber, Mining, Consulting, Trading etc. Sumit Khanna, Company Secretary was appointed to look after the financial work of the company. During that business, she had discussion with Yeshwant Sahkari Sakhar Karkhana, Tasgaon, Sangli for trading and it was decided to give work of processing on sugarcane scum. She was receiving orders from the Company. At the same time, she has received digging work through Jio Company and Metro Project. During progress of her business in the said company, her husband Sandip Nayak has advised her to do the business in various company for which it is necessary to purchase old companies or form new companies. Accordingly, she and her husband have invested amount in old companies and also formed new companies.

3. Thereafter, they were need of Rs.300 Crores for purchase of infrastructure for Quess Crop Company and the work from S & D Integrated Pvt. Ltd., hence, they were in search of financer. They along with Sumit Khanna started searching a person as investor in private company. At the relevant time, Pawan Mutreja, a person acquainted with Sumit Khanna met her and they asked him to search private investor. Sumit Khanna has also disclosed that Pawan Mutreja is in the field of finance since long and he has assured that he will arrange the finance from investment company.

3. On 18.04.2019, while informant, her husband, children, company group CEO Satyakam Basu, Company Secretary Sumit Khanna and Pawan Mutreja were present, at the first time, investor Ravindra Harad was introduced. In the said meeting, they have exchanged their details including mobile numbers. The applicant No.1 Ravindra Harad has disclosed that he has his company in the name and style as Shree Samarth Krupa Infrastructure and he and Chitra Harad (applicant No.2) are the owners of the company and their company has property and they can finance up to Rs.300 Crores. On inquiry about KYC and company papers, he assured to give afterwards.

4. Thereafter, Ravindra Harad has asked informant's husband that they all required to visit Bangkok as a person, who is interested to invest i.e. partner of Ravindra Harad is at Bangkok. Accordingly, Sandip Nayak, Satyakam Basu, Sumit Khanna, Pawan Mutreja and Ravindra Harad (Applicant No.1) booked tickets for Bangkok. On 30.04.2019, Sandip Nayak and Sumit Khanna only went to Bangkok. At Bangkok, when Ravindra Harad was inquired about investors, he told that he has not brought the said person hence, there was no any meeting held. It was told by Ravindra Harad that his partner is in India for some urgent work and the meeting will be arranged in India. Then Sandip Nayak returned to India on 02.05.2019.

5. Thereafter, on 03.05.2019, informant Sandip Nayak and others had meeting with Ravindra Harad. At that time, Ravindra Harad told that his partner/investor will arrive within two days from Jaipur and then meeting will be arranged. However, for long period, Ravindra Harad was not arranging any meeting and hence, it was decided to execute an agreement with Ravindra Harad. Accordingly, on

29.05.2019, an agreement came to be executed, at that time, Ravindra Harad has demanded an amount from Pawan Mutreja for stamp duty and registration. It is further contended that subsequently, Ravindra Harad has told that his company has sold out some land properties and his wife will receive some amount and assured to give Rs.300 Crores on interest. Out of Rs.300 Crores, he agreed to give Rs.250 Crores as loan and will invest Rs.50 Crores in their WF Connect towards his share of 33%. Accordingly, Ravindra Harad will become a share holder of the company. Then Ravindra Harad visited the informant's office and has handed over two cheques of Rs.125 Crores and one cheque of Rs.50 Crores drawn on HDFC Bank. It is alleged that informant on assurance by Ravindra Harad of providing loan from time to time by cheque, transfer and cash, accepted Rs.2,65,00,000/-. However, he has not arranged the loan nor refunded the said amount. Thereafter, on 30.11.2020, the applicant No.1 Ravindra Harad was contacted on his phone, that time, he told that Demand Draft of Rs.95 Crores is prepared and he has sent the photograph of said Demand Draft on whats app, on assurance that the said Demand Draft will be sent. Thereafter, when informant has verified the said photo of Demand Draft from HDFC Bank, Saket Branch, Thane, it revealed that no such Demand Draft has been issued by the bank. Thus Ravindra Harad and Pawan Mutreja in collusion, cheated the informant on assurance of providing Rs.300 Crores of loan against which, accepted Rs.2,65,00,000/- and on the pretext of refund of said amount, sent photograph of Demand Draft of Rs.95,00,000/- drawn on HDFC Bank, Saket Branch, Thane, which was forged and fake.

6. The prosecution filed say and resisted the application strongly on the ground that investigation is still in progress. Moreover, whenever

applicants were called, they have not responded the police and not co-operated. It is further pointed out that, during investigation, it has been revealed that the amount of Rs.1,27,68,709/- is transferred from the informant's account to the applicants/accused and Pawan Mutreja. However, applicants/accused accepted Rs.1,38,00,000/- in cash. It is further contended that custodial interrogation is necessary.

7. Heard Ld. Advocate for applicants and Ld. Addl. P.P. for State. Perused investigation papers.

8. Ld. Advocate for applicants/accused vehemently submitted that it is pure civil dispute to which colour of criminality is given. It is further submitted that some amount has been transferred by the informant in the account of applicant No.1 being initial procedure of loan agreement. The informant has transferred only Rs.38.50 Lakhs to applicant No.1 and amount of Rs.2,65,00,000/- is not paid to the applicants. He submitted that, even if, any amount is paid to Pawan Mutreja or transferred in his account, the applicants are no way concerned with the same. He further submitted that on the basis of photograph of Demand Draft, which complainant seems to be claimed, sent by the applicant No.1 is treated as true fact, even in that circumstances, no case under Section 467 or 470 of IPC is made out. He further submitted that there was no any intention of the applicants/accused of cheating at any time.

9. It is pertinent to note that earlier on the basis of complaint given by informant, the police had carried out inquiry and subsequently, FIR came to be registered. Moreover, from the inquiry and investigation papers produced by the I.O. it would be gathered that applicants/accused were and are not co-operating the investigating

agency.

10. On consideration of investigation papers and more particularly, the statements of witnesses, it would be gathered that the applicant No.1 has assured to the informant in presence of her husband and Company Secretary to provide loan of Rs.300 Crores. The investigation papers further speaks that the amount of Rs.2,65,00,000/- was paid by the informant by way of cash, transfer and cheque. No doubt, in the statement of bank accounts produced by the applicants, it reflects only amount of Rs.38.50 Lakhs but it is pertinent to note that it is specific case that Pawan Mutreja, who has introduced with applicant No.1 to arrange the investor and accordingly, in the meeting held amongst them, it was agreed by the applicant No.1 to arrange loan. Moreover, the investigation papers speaks that though the applicant No.1 assured to meet his partner/investor on 30.04.2019 and 03.05.2019 but he has not brought the said person before them. Therefore, it constrained the informant and others to get execute the agreement. Moreover, from the investigation papers, it would be gathered that when amount was asked to return, the applicants/accused have sent photograph of Demand Draft of Rs.90,00,00,000/- drawn in the name of HDFC Branch, Saket Branch, Thane. No doubt, original draft is not before the investigating agency. However, it is the informant who verified about the said draft and it revealed that same is fake and forged. Hence, obviously, informant would have not handed over the same. But one fact remained to be ascertained whether he has prepared such forged document is not clear for which investigation is must.

11. Moreover, from all the facts and circumstances as stated hereinabove, it can be well concluded that since inception there was

