

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

ANTICIPATORY BAIL APPLICATION NO. 1009 OF 2026

Shravan Kumar Satyapal ... Applicant

Versus.

The Senior Inspector of Police & Anr. ... Respondents

Mr. Rizwan Merchant a/w Mr. Swapnil Wagh, Ms. Mamta Tiwari & Mr. Prathmesh Bhosale, Advocates for Applicant.

Ms. P. P. Bhosale, APP for Respondent – State.

Mr. Milind Nagpure – PI, Borivali Police Station, Mumbai.

CORAM : ASHWIN D. BHOBE, J.

DATE : 5th MAY, 2026

P.C. :

1. Heard, Mr. Rizwan Merchant, Advocate for the Applicant and Ms. P. P. Bhosale, learned APP for the Respondent – State.

2. By the present Application, the Applicant seeks pre-arrest bail, apprehending arrest in FIR No. 754 of 2025 registered with the Borivali Police Station, Mumbai (“FIR”), for offences

punishable under Sections 420, 465, 467, 468 read with Section 34 of the Indian Penal Code, 1860 and Sections 66 (C) and 66 (D) of the Information Technology Act, 2000.

3. The First Informant is the Project Head of Anuna Education Network Pvt. Ltd. (“said Company”), which implements Skill Development Projects across various States of India. In 2016, the Applicant represented himself to the said Company as a resident of Borivali, Mumbai and claimed influence and control over the skill development project undertaken by the Government of Maharashtra. Based on assurances and representations made by the Applicant, the Informant appointed the Applicant as the Project Head for Maharashtra by issuing an authorisation letter. The project titled ‘Beauty and Wellness’ under the Maharashtra State Skill Development Society was sanctioned in Amaravati District. The entire responsibility for its execution, involving training 120 beneficiaries, was entrusted to the Applicant in four phases. Rs.68,86,163/- was payable to the said Company under the said project. Instead of ensuring remittance of the said amount to the said Company, the Applicant dishonestly diverted funds to the

bank account of his own entity “Initiative for Social Development and Education Welfare Society”, maintained with IndusInd Bank, Borivali West, Mumbai.

That for the execution of a project in the State of Bihar, a Bank Guarantee of Rs.35,28,240/- was required to be obtained in favour of the Government of Bihar.

That during meetings at the Lucknow office of the said Company, the Applicant represented that he maintained close relations with officials of Bank of India, S. V Road Branch, Borivali (West), Mumbai and assured the Company that he would arrange the requisite Bank Guarantee upon payment of Rs.9,37,634/-. The Applicant provided written communications and an email from his official email ID shravan.kumar@anuna.in, dated 22/10/2018, seeking documents and confirming arrangements for the issuance of the Bank Guarantee. Acting upon the representations made by the Applicant, the said Company transferred an amount of Rs.9,37,634/- from its Bank of India account to an account at IndusInd Bank, Borivali (West), Mumbai, as instructed by the Applicant. The Applicant thereafter forwarded a Bank Guarantee bearing No. P/BG/C 254314/U 92, issued by Bank of India, S. V

Road, Borivali (West), Mumbai, to the officials of the said Company via email on 23/10/20218. The Applicant also ensured the dispatch of the original Bank Guarantee to the Bihar Rural Livelihood Promotion Society at Patna. On the basis of the said Bank Guarantee, the Bihar Rural Livelihood Promotion Society released a project advance payment of Rs. 63,58,977/- to said Company on 30/11/2018. Subsequently, when the Bank Guarantee was required to be extended, the Applicant forwarded purported extension letters via email, which were later found to be fabricated. That in December, 2023, upon invocation of the Bank Guarantee by the Bihar Rural Livelihood Promotion Society, the Bank of India, S. V. Road Branch, Borivali (West), Mumbai, officially informed the Bihar Government on 12/12/2023, that the said Bank Guarantee bearing No. P/BG/C 254314/U 92 had never been issued by their branch. The Applicant, in conspiracy with his associates, by using the email [IDS shravan.kumar@anuna.in](mailto:IDS_shravan.kumar@anuna.in), boiborivaliwsv@gmail.com, and boiborivalisv@bankofindia.co.in, cheated the said Company by diverting government project funds and fabricating a forged Bank guarantee.

Upon being confronted, the Applicant failed to respond and

absconded, prompting the said Company to file a complaint, which led to the registration of the FIR.

4. Mr. Rizwan Merchant, learned Advocate for the Applicant, submits that the allegations in the impugned FIR are unsubstantiated. He submits that the Applicant was recently appointed as the Project Head in the State of Maharashtra by the said Company. He further submits that the purported E-mail through which the Bank Guarantee of Rs. 35,28,240/- is said to have been forwarded is not the Applicant's E-mail. By referring to the Applicant's E-mails, Mr. Rizwan Merchant attempts to contend that the E-mail forwarded to the said Company does not belong to the Applicant.

5. Mr. Rizwan Merchant, learned Advocate for the Applicant, however, does not dispute that the Applicant received the sum of Rs. 9,37,634/- from the said Company for the purpose of obtaining the Bank Guarantee. He further submits that the said Company is due and payable several amounts to the Applicant. He, by referring to a document appended to this Application (at page no. 74 of the paper book), submits that the said Company is

blacklisted.

6. Mr. Rizwan Merchant, learned Advocate for the Applicant, submits that the Bihar Government was compelled to invoke the Bank Guarantee on account of the default committed by the said Company. He further submits that had the said Company not defaulted, the issue of the Bank Guarantee being fraudulent would not have arisen.

7. Mr. Rizwan Merchant, learned Advocate for the Applicant, submits that the Applicant is willing to deposit the amount that is the subject matter of the Bank Guarantee, which is alleged to be fraudulent. He further submits that the Applicant is ready to co-operate with the investigation and therefore custodial interrogation is not required.

8. Ms. P. P. Bhosale, learned APP for the State, submits that the Applicant had pre-planned the act which is the subject matter of the FIR. She submits that the Bank Guarantee of Rs. 35,28,240/- submitted by the Applicant to the said Company was fake and fabricated. She submits that the E-mails through

which the Bank Guarantee of Rs. 35,28,240/- was forwarded to the said Company were from the Applicant's E-mail account. She submits that the investigation commenced based on the FIR has revealed that the Applicant is involved in identical instances of forging/fabricating Bank Guarantee(s). To support this contention, she relies on the order dated 05/03/2024, issued by the Government of Tripura, indicating that the Applicant was blacklisted for forging and fabricating Bank Guarantee. She also refers to the order dated 25/01/2023, issued by the Government of Tripura, again indicating that the Applicant was blacklisted in the contract for forging and fabricating Bank Guarantee. She submits that although the Applicant was issued notice under Section 35(3), the Applicant has not co-operated with the investigation and is an absconder. She submits that the offences charged against the Applicant are serious and that custodial interrogation of the Applicant is required.

9. Heard arguments and perused records.

10. The allegations against the Applicant are grave. The Applicant is alleged to have fabricated a Bank Guarantee, an

offence that would constitute a “serious economic offence” affecting public financial institutions. The gravity of the matter is evident from the fact that the Bank Guarantee of Rs. 35,28,240/-, forwarded by the Applicant to the said Company, was intended for and actually used by the said Company to procure a Government work from the State of Bihar. The Applicant, who was working for the said Company, was aware of this.

11. FIR alleges that the Applicant undertook the task of obtaining the Bank Guarantee. The Applicant does not dispute receipt of Rs.9,37,634/- from the said Company for obtaining the Bank Guarantee. Prima facie, the Applicant’s complicity in fabricating the Bank Guarantee of Rs. 35,28,240/- is evident.

12. The documents referred to and relied upon by Ms. P P Bhosale the learned APP, during the course of her arguments which were obtained by the Investigation Officer during the FIR investigation indicate that the Applicant has adopted the same modus operandi in his dealings with the Government of Tripura.

13. The contention of Mr. Rizwan Merchant, learned Advocate for the Applicant, that had the said Company not defaulted in its obligations, the Bank Guarantee would not have been invoked by the Bihar Government and that the issue of the Bank Guarantee being forged or fabricated would not have surfaced, instead of assisting the Applicant, goes against the Applicant.

14. A useful reference can be made to the pronouncement of the Hon'ble Supreme Court in the case of Sumitha Pradeep v. Arun Kumar C.K.,¹ in the context of the contentions of Mr. Rizwan Merchant that custodial interrogation of the Applicant is not required. In para 12 the Hon'ble Supreme Court has observed as under :-

“12. We are dealing with a matter wherein the original complainant (appellant herein) has come before this Court praying that the anticipatory bail granted by the High Court to the accused should be cancelled. To put it in other words, the complainant says that the High Court wrongly exercised its discretion while granting anticipatory bail to the accused in a very serious crime like Pocsso and, therefore, the order passed by the High Court granting anticipatory bail to the accused should be quashed and set aside. In many anticipatory bail matters, we have noticed one common argument being canvassed that no custodial interrogation is required and, therefore, anticipatory bail may be granted. There appears to be a serious misconception of law that if no case for custodial interrogation is made out by the prosecution, then that

¹ (2022) 17 SCC 391

alone would be a good ground to grant anticipatory bail. Custodial interrogation can be one of the relevant aspects to be considered along with other grounds while deciding an application seeking anticipatory bail. There may be many cases in which the custodial interrogation of the accused may not be required, but that does not mean that the prima facie case against the accused should be ignored or overlooked and he should be granted anticipatory bail. The first and foremost thing that the court hearing an anticipatory bail application should consider is the prima facie case put up against the accused. Thereafter, the nature of the offence should be looked into along with the severity of the punishment. Custodial interrogation can be one of the grounds to decline anticipatory bail. However, even if custodial interrogation is not required or necessitated, by itself, cannot be a ground to grant anticipatory bail.”

15. This case indicates the Applicant has an active role in the commission of the crime. Allegations in the FIR involve intentional deception and forgery by the Applicant. Additionally, the instances, as highlighted by Ms P. P. Bhosale, learned APP, indicate that the Applicant is a habitual offender. A prima facie case is made out, warranting custodial interrogation of the Applicant. Applicant is not entitled to the exercise of discretion in his favour.

16. No case made out to entertain this Application.

17. This Application is therefore rejected.

(ASHWIN D. BHOBE, J.)