

Bail Matter 1345/2025
STATE OF DELHI V. KUMAR MANGAT PATHAK
FIR NO.82/2025
(EOW New Delhi)
U/s.406/420/468/471/120B IPC

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12.08.2025

Pr. Sh. Mukul Kumar, Ld. Addl. PP for the State.
Sh. Vineet Dhanda, Ld. Counsel for applicant / accused.

Reply already filed. Arguments were heard yesterday and today, the matter is listed for orders.

1. This is an application under Section 438 BNSS, 2023 filed by the applicant/accused Kumar Mangat Pathak, seeking anticipatory bail in the above FIR registered on the complaint of Sh. Rajinder Kumar Goel on 26.06.2025.
2. **Allegations in the FIR** : The case of the prosecution, in brief, is that in 2023, the complainant was allegedly induced to invest ₹4.30 crore in a co-investment agreement with Mr. Bharat Mahaprasad Sevak relating to dubbing and release rights of the Hindi movie Drishyam 2 in Chinese language for China, Hong Kong, and Taiwan. It is alleged that forged and fabricated documents, including a term sheet purportedly signed by the applicant, were shown to the complainant to win his confidence. The complainant alleges that part of his funds, to the tune of ₹75 lakh, was transferred from Bharat Sevak's company M/s Terra Bento Mines & Minerals to M/s Panorama Studios International Limited, of which the applicant is



3. **Applicant's Contentions** : Learned counsel for the applicant has argued that:

- a) No payment was ever made to the applicant personally. The alleged transfer of ₹75 lakh was to the corporate account of M/s Panorama Studios International Limited towards investment in another project (Googly, a Gujarati film), and not in relation to Drishyam 2 Chinese rights. The ledger entries clearly reflect this as "advances."
- b) The complainant's own advocate's email dated 14.11.2024 addressed to the company merely sought certain clarifications about any agreement/term sheet with Bharat Sevak. That communication does not allege any inducement, misrepresentation, or fraudulent conduct on the part of the applicant or any official of the company — it only poses queries regarding the existence of an agreement and any payments thereunder.
- c) The company's prompt reply on the very same date (14.11.2024) categorically denied execution of any such term sheet and clarified that no money had been received towards Drishyam 2 Chinese rights. This shows transparency and cooperation with the complainant.
- d) The main allegations of inducement, false assurances, and execution of agreements are directed against co-accused Bharat



Sevak and his associates, not against the present applicant.

e) The applicant has deep roots in society, is a permanent resident of Mumbai, is a senior film producer of repute, and there is no flight risk. He has expressed readiness to cooperate with investigation and abide by any conditions imposed by the Court.

4. **Prosecution's Opposition** : The IO has filed a reply opposing the bail, mainly on the grounds that:

- i) ₹75 lakh out of the cheated amount has been established to have been received by M/s Panorama Studios International Limited from the company of Bharat Sevak;
- ii) The allegedly forged term sheet bears the applicant's purported signature, which is to be recovered and verified;
- iii) The applicant has not joined investigation so far ; and
- iv) Custodial interrogation is required to confront the applicant with documents and financial records.

5. **Consideration by the Court** : I have perused the FIR, the anticipatory bail application, the annexures, and the reply of the IO. Certain aspects merit consideration:

1. The complainant's email of 14.11.2024 through his counsel is indeed devoid of any imputation that the applicant personally induced or persuaded the complainant to invest. It merely seeks



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company records regarding an alleged agreement with Bharat Sevak. This is significant because by the time of this correspondence, the complainant had already formed a grievance, yet made no direct allegation of inducement by the applicant. Contents of said email are reproduced as under :

To

Dated: 14.11.2024

M/s. Panorama Studios International Limited
Office at 2202-2204, 22nd Floor
Signature Building, Off. Veera Desai Road
Andheri (West), Mumbai-400053.

Sub: Seeking Clarification regarding agreement/term sheet Signed between your Company and one Mr. Bharat Sevak Through his Company M/s. Terra Bento Mines & Minerals

Sir,

I am submitting this communication on the instruction and on behalf of my Client, namely Shri Rajinder Kumar Goel, S/o. Krishan Lal Goel, E-6, 2ND Floor, Jhandewalan Extention, New Delhi-110055.

Kindly provide the clarification regarding signing of Agreement/Term Sheet between your Company and one Mr. Bharat Sevak through his Company M/s. Terra Bento Mines & Minerals (ineligible)

Mr. Sevak had approached my Client with a proposal to become Co-Investor in the project. My client based on the assurance of Mr. Bharat Sevak, has made payment of Rs.4,30,00,000/- (Rupees Four Crores and Thirty Lakhs) from its own sources to M/s. Terra Bent Mines & Minerals. However, Mr.Sevak has not delivered on his promises and he is continuously extending the dates of returning the hard earned money of my client along with assured returns. In view of the same, my clients wants to seek certain clarifications from your company regarding the said term sheet. Therefore, I am on behalf of my client call upon you to respond to this letter and clarify following issues :-

* Whether your company has signed any term sheet dated



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17.08.2023 with Mr. Bharat Sevak for grant of all rights to him for release of DRISHYAM-2 Film in Chinese language in China, Hong Kong and Taiwan?

* Whether Mr. Bharat Sevak has made the payment of USD 1 million equivalent to INR 8.2 Crores to your company in view of the said term sheet?

* Whether your company has taken any further actions and signed any other documents to execute and fructify the said term sheet? Your response to this letter will clarify lot of issues and will help my client in taking further and appropriate actions in accordance with law.

You are also requested to send all supportive documents relating to the said term sheet, if any, which are in your possession. Your response will be a great help to my client. I am looking forward to hear from you at the earliest.

Encl: Copy of the Term Sheet dated 17.08.2023.

Sd/- Illegible

TUSHAR AGARWAL

Founder & Managing Partner

CLAP JURIS, Advocates & Solicitors"

2. The company's reply dated 14.11.2024 unequivocally states that no such term sheet was signed, that the document shown is forged, and that no amount was received towards Drishyam 2 Chinese rights. Such contemporaneous communication has evidentiary value at this stage in assessing the applicant's conduct.

3. The ₹75 lakh transfer is not shown, at this stage, to be to the applicant in his personal capacity; rather, it is reflected in the corporate ledger as an advance against a different project

(Googly). Whether this project transaction is unconnected to the alleged cheating is a matter for trial, but prima facie it reduces



the justification for custodial interrogation solely on that ground.

4. The main allegations of persuasion, repeated meetings, promises of high returns, showing of documents, and execution of co-investment agreements are attributed to Bharat Sevak and his associates. The applicant's role is referred to mainly in the context of the alleged forged term sheet and alleged presence in certain telephonic conversations, which can be investigated without custodial detention, especially where the documentary trail is already largely collected by the IO.
5. The Supreme Court has repeatedly held that anticipatory bail can be granted where custodial interrogation is not shown to be indispensable and where the accused undertakes to cooperate (see **Siddharam Satlingappa Mhetre v. State of Maharashtra**, (2011) 1 SCC 694).
6. **Balancing Factors:** While the allegations are serious and involve a large sum, there is no assertion that the applicant has attempted to abscond, destroy evidence, or threaten witnesses since registration of FIR. The apprehension of non-cooperation can be addressed through strict conditions. The case rests predominantly on written contracts, bank transfers, and correspondence — most of which are already in the IO's possession.



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Order

6. In view of the above circumstances, particularly:

1. The absence of any allegation of direct inducement in the complainant's contemporary correspondence dated 14.11.2024;
2. The fact that no payment was made to the applicant personally and the ₹75 lakh corporate transfer by Bharat Sevak is stated to relate to another project;
3. The availability of documentary evidence reducing the necessity for custodial interrogation,

i am of the opinion that the applicant has made out a case for grant of anticipatory bail.

7. Accordingly, **the application is allowed.**

8. It is directed that in the event of arrest, the applicant **Kumar Mangat Pathak** shall be released on bail on furnishing a personal bond of ₹1,00,000/- with one sureties of the like amount to the satisfaction of the Arresting Officer/SHO/I.O., subject to following conditions:

1. The applicant shall join the investigation as and when directed by the I.O. and fully cooperate in the same.
2. The applicant shall appear before the Court as and when asked to do so.

The applicant shall not, directly or indirectly, make any



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inducement, threat, or promise to any person acquainted with the facts of the case.

4. The applicant shall share his active mobile number and residential address with the I.O. and keep them updated.
5. The applicant shall not tamper with evidence or destroy any documents relevant to the investigation.
9. Application stands disposed of accordingly.
10. Copy of this order be given dasti.



(Saurabh Partap Singh Laler)
ASJ-05, New Delhi District
Patiala House Courts, New Delhi
12.08.2025

Addl Sessions Judge
New Delhi District N D