

**IN THE HIGH COURT OF BOMBAY AT GOA****CRIMINAL WRIT PETITION NO.1130 of 2025(F)**

Varsha Manguirish Pai Raiker,  
Wife of Shri Manguirish Pai Raiker,  
Adult, Indian Inhabitant,  
Age about 64 years  
Occupation: Business  
Residing at 72, Sagar Society,  
Dona Paula, Goa 402 004.

...PETITIONER

***Versus***

1. The State of Goa,  
(through Public Prosecutor  
at Goa High Court)

2. Maya D. Pai Raiker,  
Wife of Shri Deepak Pai Raiker,  
Adult, Indian Inhabitant  
Age about 63 years  
Occupation: Business  
Residing at UG 6, Building 7,  
Kamat Classic IV, Caramzalem,  
Panjim, Goa 403 002.

... RESPONDENTS

Mr Madhukar Dalvi and Mr Ashwin Dalvi, Advocates for the  
Petitioner.

Mr S. Karpe, Additional Public Prosecutor with Ms Riddhi  
Shirodkar, Advocate for Respondent No.1.

Mr Showmik Pai Angle with Mr A. Prabhudessai, Mr Salil  
Lawande and Mr Madhav S.S. Cuncolienkar, Advocates for  
Respondent No.2.

**CORAM : ASHISH S. CHAVAN, J.**

**Reserved on : 6<sup>th</sup> MAY 2026**  
**Pronounced on : 18<sup>th</sup> MAY 2026**

**JUDGMENT :**

1. The Petitioner, who happens to be the original accused in a private complaint, has invoked the inherent jurisdiction of this Court by way of the present Petition to challenge the summoning order dated 11.08.2025 passed by the learned Chief Judicial Magistrate, 'A' Court, Mercas, Goa (*hereinafter referred to as the Trial Court*), issuing process.

2. The Petitioner is the original accused in a private complaint bearing Criminal Case No.215/IPC/2021/A pending before the learned Trial Court. The Petitioner is aggrieved by order dated 11.08.2025 passed by the learned Trial Court, issuing process against the Petitioner for offences punishable under Sections 406, 417, 418, 420, 465, 466, 468, 471 and 473 of IPC. The Respondent No.2 is the original Complainant (*hereinafter referred to as the Complainant*).

3. The Complainant filed the aforesaid private complaint before the learned Trial Court, *inter alia*, alleging that the Petitioner has wilfully and fraudulently misrepresented the partnership firm of the Petitioner and the Complainant, i.e. M/s. S.R. Enterprises, as a proprietary concern, fraudulently entered into various Deeds, Agreements and MOUs with Government Authorities, Financial Institutions, individuals and others, thus cheating the

Authorities as well as the Complainant. The complaint also alleges that a Sale Deed executed by the partnership firm with Goa, Daman and Diu Industrial Development Corporation (GIDC) was fabricated at the instance of the Petitioner and using the said document, the Petitioner cheated the Government Authorities as well as the Complainant.

4. The learned Trial Court examined the Complainant in terms of Section 200 of CrPC (Section 223 of BNSS, 2023) and issued process under Section 204 of CrPC (Section 227 of BNSS, 2023) during which two witnesses were examined and on the basis of the examination, the impugned order dated 11.08.2025 issuing process was passed by the learned Trial Court.

5. Heard Mr Madhukar Dalvi, learned Counsel for the Petitioner, Mr S. Karpe, learned Additional Public Prosecutor for Respondent No.1 and Mr S. Pai Angle, learned Counsel for Respondent No.2.

6. Rule. The rule is made returnable forthwith with the consent of and at the request of the learned Counsel for the parties. With the assistance of the learned for the parties, perused the records.

7. On behalf of the Petitioner, the principal submission advanced was that the averments in the complaint do not, *prima facie*, make out the ingredients of the offences for which the Petitioner is summoned by way of the impugned summoning order. Inviting the attention of this Court to the averments in the complaint, the Petitioner submitted that, taking the averments in the complaint at face value, neither the offences of cheating or

criminal breach of trust nor the offence of forgery, *prima facie*, seem to be made out.

8. On behalf of the Petitioner, it was further submitted that vide allotment orders dated 20.07.1990 and 05.09.1991, GIDC was pleased to allot shed nos.D2-1(B) and D2-1(A) to M/s. S.R. Enterprises, which happens to be a proprietary concern of the Petitioner. The Deed of Partnership was executed between the Petitioner and the Complainant on 01.01.1990. The firm was to carry out its business under the name and style of 'M/s. S.R. Enterprises'. The Partnership Deed clearly mentions that the Petitioner has been allotted a shed at the Corlim Industrial Estate. It is agreed between the Petitioner and the Complainant that the shed is to be utilised for carrying on the business of the partnership firm until the dissolution of the firm and that neither the firm nor the Complainant shall have any right on the shed but the firm shall be eligible to receive back from the Petitioner the money paid by it on account of the shed. Emphasising this clause in the Partnership Deed, the learned Advocate for the Petitioner has strenuously canvassed that the Complainant, at no point of time, exercised any right on the shed, which was allotted to the Petitioner in her capacity as Proprietress of M/s. S.R. Enterprises. He submitted that it is not in dispute that the Petitioner is the Proprietress of M/s. S.R. Enterprises, which is her proprietorship concern apart from being the partner of the partnership firm, which was also named as 'M/s. S.R. Enterprises'. The Complainant, deviously taking advantage of the similarity of the names of the proprietorship concern and the partnership firm, has portrayed that the Petitioner has committed offences by misrepresenting herself as a partner

when actually she is the Proprietress of the proprietorship concern. He further argued that the Hire Purchase Agreements referred to in the complaint entered into by the Petitioner with the GIDC were executed by the Petitioner in her capacity as a Proprietress of M/s. S.R. Enterprises, her proprietorship firm and not as a partner of M/s. S.R. Enterprises, as falsely alleged by the Complainant in the complaint. Inviting the attention of this Court to the Hire Purchase Agreements dated 06.08.1990 and 18.09.1992, he pointed out that the relevant averments clearly demonstrate that there was no misrepresentation on behalf of the Petitioner. He further argued that insofar as the allegation of forgery in respect of the Sale Deed dated 05.03.1999 executed between GIDC and the Petitioner, the same was executed by the Petitioner as a Proprietress of M/s. S.R. Enterprises, which was her proprietorship concern. GIDC has also confirmed and acknowledged the execution of the said Sale Deed. Thus, there was no element of forgery. Insofar as the erasures and interpolations, which were allegedly rectified by correcting ink seen on the document and referred to in the inquiry conducted by the learned Trial Court, he submitted that the allegations made in the complaint by the Complainant do not attribute the forgery to the Petitioner, nor does the inquiry disclose that there was any forgery of the aforesaid document. Merely because correcting ink was used to correct some words, which incidentally bear the endorsements of the signatory of GIDC and the Petitioner, it cannot be presumed that the document was forged, particularly in the light of the fact that the GIDC, which ought to have been the aggrieved party, has not made any allegation of forgery against the Petitioner. Lastly, it

was submitted that the Complainant has filed civil proceedings against the Petitioner in the competent civil courts. Inviting the attention of this Court to the **Commercial Suit No.14/2022/B**, wherein the Complainant has, *inter alia*, sought relief of declaration to the effect that the Sale Deed dated 05.03.1999 be declared as fraudulently manipulated by the Petitioner and **Commercial Suit No.11/2023** pending before the Civil Judge, Senior Division, Panaji, wherein the Complainant has, *inter alia*, sought reliefs against the GIDC in respect of the shed allotted to the Petitioner, the Advocate for the Petitioner submitted that there is a clear overlap between the civil proceedings and the criminal proceedings. Since the Complainant has prayed for a declaration to the competent civil court to the effect that the Sale Deed is manipulated and fabricated, she has given a criminal colour to a patently commercial dispute by and between the Petitioner and the Complainant, which is pending before the competent civil court. This is a clear abuse of the process of law and hence a fit case for this Court to interfere and set aside the impugned summoning order.

9. On behalf of the Respondent No.2, it was submitted that the Complainant and the Petitioner were partners in a partnership firm by the name M/s. S.R. Enterprises, which was incorporated on 01.01.1990. Required documentation was carried out with the Government Authorities and the partnership firm carried on the business of manufacturing corrugated boxes at the Corlim Industrial Estate, Tiswadi. In 2004, the premises where the business activity of the partnership firm was carried out was leased and the rent was collected by the partnership firm. On the basis of information

obtained under the RTI Act, the Respondent No.2 obtained documents which accordingly to her showed that the Petitioner fraudulently misrepresented M/s. S.R. Enterprises, the partnership firm of the Petitioner and the Complainant, to be M/s. S.R. Enterprises, the proprietary concern of the Petitioner, to enter into various deeds, agreements, MOUs with the Government Authorities, Financial Institutions, Banks, Registrar's office and other persons. Illustratively, the Hire Purchase Agreements dated 06.08.1990 and 18.09.1992 were highlighted to show that the Petitioner had fraudulently represented the partnership firm as a proprietary concern. Inviting the attention of this Court to the Deed of Sale dated 05.03.1999 executed by the partnership firm with GIDC, it was submitted that this document, which was filed before the Sub-Registrar's office, had several erasures and interpolations, some of which were rectified by correcting ink, to demonstrate that the Petitioner has forged/fabricated the Sale Deed executed with GIDC. Supporting the order issuing process, the learned Counsel for the Respondent No.2 strenuously submitted that the averments in the complaint spell out the ingredients necessary to fasten the liability on the Petitioner insofar as the offences for which she is summoned. He submitted that the learned Trial Court has not only relied on the averments of the complaint but also carried out the exercise of examination of the Complainant under Section 223 of BNSS, 2023, wherein two witnesses were examined in support of the complaint. One of the witnesses was the Sub-Registrar, Tiswadi, who, while deposing about the Sale Deed, stated that no white ink can be applied, no blanks are allowed between the paragraphs and if the words are cancelled,

initials of the relevant persons are endorsed. He submits that in view of the finding of the pre-summoning inquiry, the summoning order ought not to be interfered with at this stage. Placing reliance on the applications for the allotment of the sheds made by the Petitioner to GIDC, it was sought to be argued that although the allotment was applied for prior to the incorporation of the partnership firm, the documents annexed to the application form refer to the partnership firm and the shed was allotted after the partnership firm came into existence, thereby establishing the element of fraud on the part of the Petitioner.

**10.** Appreciating the rival submissions of both parties, the issue that falls for consideration before this Court is whether the averments in the complaint, the examination of the Complainant and the inquiry conducted by the learned Trial Court, *prima facie*, make out the ingredients of the offences for which the Petitioner is summoned by way of the impugned order.

**11.** It is not in dispute that the Petitioner is the Proprietress of M/s. S.R. Enterprises since 1986 and continues to operate the said proprietorship concern. It is also not in dispute that the allotment of the sheds by the GIDC was in favour of the aforesaid proprietorship concern of the Petitioner. It is also an admitted position that GIDC has, vide various orders, extended the lease from time to time in respect of the aforesaid sheds in favour of the proprietorship concern of the Petitioner. The Petitioner is admittedly related to the Respondent No.2. On 01.01.1990, the Petitioner entered into a Deed of Partnership with Respondent No.2, which was also named as 'M/s. S.R.

Enterprises'. It is the similarity of the names that seem to be the root cause of the allegations of misrepresentation. This firm carried on the business of manufacturing corrugated goods and boxes. A perusal of clause 4 of the Partnership Deed clearly demonstrates that the shed which was allotted to the Petitioner by GIDC would be utilised for carrying on the business of the partnership firm till the dissolution of the firm, post which neither the firm nor the Respondent No.2 shall have any right over the shed. Admittedly, the partnership was dissolved with effect from 01.11.2021. The two Hire Purchase Agreements, which form the subject matter of controversy, are dated 06.08.1990 and 18.09.1992. Both Hire Purchase Agreements are executed by GIDC in favour of the Petitioner, *inter alia*, agreeing to give shed no.D2-1(B) and D2-1(A) and on a Hire Purchase basis to the Petitioner. A perusal of these agreements shows that they have been executed with the Petitioner in her capacity as Proprietress of M/s. S.R. Enterprises and not as a partner of M/s. S.R. Enterprises, as alleged in the complaint. Thus, even a bare perusal of the Hire Purchase Agreements clearly shows that there is no misrepresentation on behalf of the Petitioner.

**12.** Dealing with the submission on behalf of Respondent No.2 that the Sale Deed dated 05.03.1999 is forged and fabricated, a bare perusal of a copy of the Sale Deed indicates that the Sale Deed is executed between GIDC and M/s. S.R. Enterprises, the proprietorship concern of the Petitioner. It pertains to shed no.D2-1(A) in the Corlim Industrial Estate, which was earlier given to the Petitioner on a hire purchase basis, was now being sold by the GIDC to the Petitioner for a consideration of Rs.1,61,000/- (Rupees One Lakh Sixty

One Thousand only), subject to the terms and conditions of the Sale Deed. It is the allegation of the Respondent No.2 that a copy of the aforesaid Sale Deed obtained by them under RTI is forged. It is not disputed that the Sale Deed is executed by the Petitioner in her capacity as a Proprietress of M/s. S.R. Enterprises. The name of M/s. S.R. Enterprises, the partnership firm, does not figure anywhere in the document. The document pertains to the sale of shed no.D2-1(A), which was earlier allotted to the Petitioner in her capacity as a Proprietress. The Hire Purchase Agreement was also entered into by her as a Proprietress. The Petitioner and the Respondent No.2 are governed by the Partnership Deed, which came into existence on 01.01.1990 and stood dissolved on 10.11.2021. As seen hereinabove, the partnership firm carried on the manufacture of corrugated boxes and the terms of the partnership firm explicitly state that the shed would be utilised for carrying on the business of the partnership firm only until the dissolution of the firm. Thereafter, neither the Respondent No.2 nor the partnership firm would have any right over the shed. The shed never vested as an asset of the firm, even going by the terms and conditions of the Partnership Deed. Even otherwise, the Sale Deed was executed by the Petitioner not as a partner of the firm but as a Proprietress of her own firm. Thus, it is evident that there is no misrepresentation on behalf of the Petitioner qua the Sale Deed.

**13.** Examining the averments in the complaint, save and except for making bald assertions that the Petitioner has misrepresented herself, there is no averment about whether there was any fraudulent or dishonest intention to deceive from the inception of the transaction between the Petitioner and

Respondent No.2, whether the Respondent No.2 was induced to deliver anything to the Petitioner or act on any representations made by the Petitioner and whether there was any wrongful loss occasioned to the Respondent No.2. Insofar as the allegation of forgery is concerned, the same is only qua the Sale Deed dated 05.03.1999. As seen from the aforesaid discussion, there is no misrepresentation, fraud or deception practised by the Petitioner from Respondent No.2 insofar as the Sale Deed is concerned. In fact, the Respondent No.2 is a stranger to the Sale Deed. The Partnership Deed, which is the only document that bound the Petitioner to the Respondent No.2, also explicitly states that the shed in question was only to be utilised by the firm until such time that the firm existed. During the course of inquiry, the Sub-Registrar of the concerned area was shown the Sale Deed by the learned Trial Court. In his deposition, he says that he is aware of the Sale Deed. It is executed by the Petitioner as a Proprietress. Commenting on the current procedure, he states that if a word is cancelled, the initials of the party are endorsed. No white ink can be applied and no blanks are allowed between the paragraphs. He also states that the details of the proprietary concern are not mentioned on two pages of the Sale Deed. It is this deposition that is sought to be portrayed by the Respondent No.2 as conclusive proof of the alleged forgery in the Sale Deed. It is pertinent to note that no exercise has been conducted by the learned Trial Court during the course of inquiry to find out whether there is any offence of forgery, which involves the creation of a false document committed by the Petitioner. The Sub-Registrar has, in fact, stated that the Sale Deed is executed by the Petitioner as a Proprietress. He does not

state that there is any forgery in the Sale Deed. His deposition regarding the cancellation of words, application of white ink, etc. is his description of the recent procedure. His deposition, even if taken at face value, does not make out a *prima facie* case of creation of a false document or forgery against the Petitioner.

**14.** Examining the reasoning of the learned Trial Court in the impugned summoning order, it is seen that the learned Trial Court has reproduced the case of the Complainant (Respondent No.2) and set out the gist of the allegations in the complaint. She has relied upon the deposition of the Sub-Registrar. However, except for opining that the ingredients of criminal breach of trust, misappropriation, cheating, forgery are, *prima facie*, made out in the complaint, verification statement and witnesses examined, the learned Trial Court has not assigned any reasoning as to how the ingredients of the offence are established, the impugned order is thus devoid of any process of reasoning which culminates in a finding.

**15.** The Petitioner has relied upon the Commercial Civil Suits filed by Respondent No.2 against the Petitioner, which are pending before the competent civil court. Although the Petitioner has argued that the Respondent No.2 has attempted to give a criminal colour to a commercial dispute and there is a clear overlap between the reliefs prayed for in the civil proceedings, and the allegations in the criminal proceedings, this court does not propose to examine this aspect since in the opinion of this Court, the

complaint, its averments and the inquiry of the learned Trial Court do not make out a prima facie case for issuance of process against the Petitioner.

**16.** For reasons stated hereinabove, the impugned order deserves to be quashed and set aside.

**17.** The Writ Petition is allowed. The impugned order dated 11.08.2025 passed in Criminal Case No.215/IPC/2021/A pending on the file of Chief Judicial Magistrate, 'A' Court, Merces, Goa, along with consequent proceedings, if any, is set aside. Rule is made absolute.

**18.** Registry to waive office objections and register the Petition.

**ASHISH S. CHAVAN, J.**