

**HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT JAMMU**

Case:- CRM(M) No.979/2025

Ankaj Puri

..... Petitioner(s)

Through: Mr. Raghubir Singh, Advocate

Vs

UT of J&K & Ors.

.....Respondent(s)

Through:

Coram: HON'BLE MR. JUSTICE SANJAY DHAR, JUDGE

**ORDER
(29.09.2025)**

1. The petitioner, through the medium of the present petition, has challenged the FIR No. 58/2025 dated 08.09.2025 for offences under Sections 318(4)/351(2) BNS registered with Police Station, Sunderbani.
2. Heard and considered.
3. As per the impugned FIR, the petitioner, who happens to be a nephew of complainant/respondent No. 3, deceitfully came into possession of ATM card of the complainant/respondent No. 3 whereafter he is alleged to have withdrawn an amount of Rs. 29,57,000/- from the bank account of the complainant/respondent No. 3. It has been alleged that from the proceeds of the misappropriated amount, the petitioner purchased Bolero vehicle bearing registration No.

JK20C-0151 in the name of his brother-in-law. It has been further alleged that the remaining amount was spent by the petitioner on immoral activities. As per the impugned FIR, the aforesaid facts were duly recorded by the parties in a Compromise Agreement dated 26.05.2025. According to the complainant/respondent No. 3, the vehicle was handed over to him but later on it was seized by the police. It has been further alleged that the petitioner has indulged in fraud and criminal breach of trust and, as such, he has committed cognizable offences.

4. The petitioner has challenged the impugned FIR on the grounds that the allegations made in the complaint are inherently improbable. It has been contended that a false and concocted story has been projected by the complainant/respondent No. 3. It has been further contended that the impugned FIR has been lodged by the complainant/respondent No. 3 on account of previous enmity as there is a land dispute going on between the parties. It has been contended that whatever money was withdrawn by the petitioner, the same was handed over to the complainant and it was used to meet the complainant's expenditure.
5. A bare perusal of contents of the impugned FIR would reveal that there are allegations of criminal misappropriation and

breach of trust having been committed by the petitioner. These allegations disclose commission of cognizable offences. The petitioner has himself placed on record a copy of Compromise Agreement dated 26.05.2025 wherein the petitioner is stated to have accepted that he has misappropriated the amount though the said agreement is subject matter of challenge before a Civil Court.

6. The defence of the petitioner that the amount withdrawn by him from the account of the complainant/respondent No. 3 was spent to meet the needs of complainant/respondent No. 3 only and that the impugned FIR has been lodged on account of previous enmity between the parties are matters, which can be verified by the investigating agency during investigation of the case. This Court while exercising its power under Section 528 of BNS cannot hold a mini trial to go into the veracity of the defence raised by the petitioner in the present proceedings.
7. Once the allegations made in the impugned FIR disclose commission of cognizable offences, the official respondents have a statutory duty to conduct investigation into the case. It would not be open to this Court to come in the way of the investigating agency in undertaking its statutory duty when the allegations made in the impugned FIR clearly disclose commission of cognizable offences.

8. For the foregoing reasons, the present case is not a fit one where this Court should exercise its power under Section 528 of BNS to quash the impugned FIR. The petition lacks merit and is, accordingly, **dismissed**.

(SANJAY DHAR)
JUDGE

JAMMU
29.09.2025
Naresh/Secy.

