

**HIGH COURT OF TRIPURA
AGARTALA**

AB No.18 of 2026

Shri Sanjay Rajvanshi,
S/O Om Prakash Rajvanshi,
Of Amrapali Royal, 503,
Urvashi – 1, Vaibhav Khand,
Indirapuram, Ghaziabad,
Uttar Pradesh, 201014.

.....Petitioner(s).

V e r s u s

The State of Tripura

.....Respondent(s).

For Petitioner (s) : Mr. Bibhal Nandi Majumder, Senior Advocate.
Mr. Kishor Kumar Pal, Advocate.
Mr. Samrat Sarkar, Advocate.

For Respondent(s): Mr. Raju Datta, PP.

HON'BLE MR. JUSTICE S. DATTA PURKAYASTHA

Order

30/03/2026

Heard learned counsel of both sides.

The petition for pre-arrest bail has been filed by the accused petitioner, Sanjay Rajvanshi in connection with NCC PS Case No.25 of 2024 registered under Section 420/409 of Indian Penal Code.

[2] The allegations in the FIR lodged on 27.3.2024, are that Tripura Rural Livelihood Mission (for short, TRLM) sanctioned a project namely Deen Dayal Upadhyaya Grameen Kaushalya Yojana (for short, DDU-GKY project) vide order dated 19.02.2014 which is under the Ministry of Rural Development (for short, MoRD). For implementing the same, a MoU was signed amongst TRLM, the implementing authority namely CTSA NABCONS and their agent namely M'Cons Media Marketing Pvt. Ltd. (hereinafter referred as 'PIA') on 14.10.2014 and accordingly, said PIA was given first installment for the same amounting to Rs.1,22,94,031/- (Rupees One Crore Twenty Two Lakhs Ninety Four Thousand Thirty One) on 28.02.2015 by said MoRD through NABCONS with a break-up of 90:10

central and state share without any Bank Guarantee as there was no such provision of Bank Guarantee.

[3] It is also stated therein that the PIA then commenced the training programme under said contract on 10.04.2015 and as on 19.04.2018, there was shortfall of imparting training to the beneficiaries to the extent of 64.1% and 100% shortfall in their placements. On the basis of various defaults including the same, the NABCONS also submitted a report to TRLM against the said PIA on 22.05.2018. A personal hearing was also done and PIA was penalized for Rs.2,00,000/- and thereafter PIA also paid the said penalty amount to TRLM. Thereafter, in a review meeting conducted on 21.06.2019 under the Chairmanship of Secretary, R.D & Panchayat Deptt., no representatives of said PIA was present and hence in the said meeting, it was decided that 25% of the 1st installment released to said PIA has to be recovered in full as per the programme guidelines and it should be recovered through State Recovery Act, Tripura and as per the DDU-GKY guidelines, the PIA would be asked to repatriate the amount released as 1st installment amounting to Rs.1,22,94,031/- only to the TRLM account.

[4] Thereafter, TRLM issued a letter on 16.11.2019 to the said PIA regarding initiation of Closure Proceedings and in response to that, the PIA sent a letter on 02.12.2019 assuring to comply but no such compliance was done thereafter. Another letter was also issued to them on 15.02.2021 regarding initiation of Closure Proceedings for DDU-GKY project but the PIA did not respond to the letter. Then show cause notice was also issued to them on 06.06.2022 and in response to the said notice, one Mr. Zuzar Ahmedally Kathawala, Managing Director of the said PIA sent an email on 16.06.2022 that he had resigned from the said post and he also gave the name of the new MD, Mr. Manoj Vasudev Pardasani. A show cause notice dated 18.06.2022 was also then sent to said Manoj Vasudev Pardasani and in one email address said mail was also shown received by the recipient and another letter sent alternatively by registered post was also delivered to him, but the PIA did not respond.

[5] It is also alleged that since the PIA was not responding, file was sent to the Law Department for legal advice and Law Department advised to serve a demand notice to the PIA for fund recovery and in case the demand

notice fail to elicit response from the PIA, then TRLM might initiate legal action against the said party by filing suitable suit in the jurisdictional Court.

[6] Thereafter, a 30 days' notice was also issued to the said PIA for terminating the project and after such 30 days' period, it was accordingly terminated. File was sent to the learned Government Advocate, High Court of Tripura to file suitable suit but thereafter as per advice of learned G.A., an FIR was lodged after collecting the materials. It was also found by TRLM that said company (PIA) was also stroke off and the Directors of the company were Zuzar Ahmedally Kathawala, Durriya Zuzer Kathawala and Manoj Vasudev Pardasany. However, the signatory in the MoU initially executed between the parties was the present petitioner Sanjay Rajvanshi, the then CEO of said PIA. Accordingly, the FIR was lodged against all of them.

[7] Mr. Bibhal Nandi Majumder, learned senior counsel submits that it is totally a case of civil nature, and even the Law Department had also instructed the TRLM to file a suit for recovery of the amount. However, despite the same, an FIR has been lodged against the present petitioner and others by initiating criminal action against them. Learned senior counsel also contends that even if it is presumed that any criminal offence was committed, still there is no contribution of the present petitioner in alleged criminal activities, as he was not a member of the Board of Directors of PIA, rather he was the CEO of the said organization for the time being, who had acted merely on the desire and directions of the Directors when the agreement was entered between the parties. Moreover, he also resigned from the said post long ago, on 23.09.2016, by submitting his resignation letter (Annexure-5 of the additional affidavit submitted by the petitioner), and therefore, if at all there is any default from the side of the said PIA in returning the money, the present petitioner has no responsibility in this regard. Learned senior counsel further submits that the petitioner is a permanent resident of the given address and he will cooperate with the investigation on all scores and will also face the trial, if so requires, and therefore, bail may be granted to him on any condition.

[8] Mr. Raju Datta, learned PP, however, opposes the bail prayer, submitting that huge amount of public money was paid to the said PIA, but

they defaulted in discharging their contractual obligations and misappropriated the said amount. However, on asking by this Court, learned PP submits that there is no direct material in the case diary to show that the present petitioner was the defaulter in returning the money or that he has misappropriated the said amount, but there are materials available in the case diary in support of the allegations what are averred in the FIR.

[9] Considered the submissions of both sides. As it appears that long after the resignation given by the present petitioner on 23.09.2016 from the post of CEO, only on 24.04.2019, a personal hearing with the PIA was done by TRLM and a penalty of Rs.2,00,000/- was imposed which also, according to the informant, they paid. Thereafter again, further scope was given to the PIA to discharge their such contractual obligations. Finally closure of the proceedings was done only on 15.02.2021 and thereafter, show cause notice was issued to one Zuzar Ahmedally Kathawala, the then Managing Director of the PIA.

[10] It also appears that the present petitioner has no complicity in the communications or transactions made between the parties during or after the imposition of penalty of Rs.2,00,000/- on 24.04.2019 and in the subsequent happenings, for he had already submitted his resignation long prior to said date, i.e., in the year 2016. Allegation against him in the FIR is that he only signed the MOU on behalf of the PIA. According to the petitioner, he is ready to cooperate in the investigation and during the trial. Therefore, considering the totality, this Court finds that it is a fit case to grant pre-arrest bail to the petitioner.

[11] In view of above, it is ordered that in the event of arrest of the petitioner, namely Sri Sanjay Rajvanshi in connection with NCC PS Case No.25 of 2024, he shall be released on bail on furnishing a bond of Rs.2,00,000/- (Rupees Two Lakh) with one surety of like amount to the satisfaction of the arresting authority, on conditions that:

- (i) he will appear before the Investigating Officer as and when required and will also regularly appear before the Court to face trial;
- (ii) he will not anyway try to influence or terrorize any witness of the case or distort any evidence of the case;

(iii) he will furnish his address of residence with his email address and the cell phone number to the arresting officer and will not change or hand over SIM of said cell phone to any other person till the trial is completed;

(iv) he will not go abroad without previous permission of the Jurisdictional Magistrate, till the trial is completed.

With such observation(s) and direction(s), the bail application is disposed of.

Return the CD along with copy of this order to learned PP.

Re-consign the LCR along with copy of this order.



MUNNA SAHA
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by MUNNA SAHA
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