

IN THE HIGH COURT OF UTTARAKHAND
AT NAINITAL

Writ Petition (CRL) No. 1530 of 2025

Harish Yadav and Another. Petitioners.

Versus

State of Uttarakhand
and others. Respondents.

With

Writ Petition (CRL) No. 1432 of 2025

Neerja Singh. Petitioner.

Versus

State of Uttarakhand
and others. Respondents.

Present:

Mr. D.S. Patni, learned senior counsel assisted by Mr. Dharmendra Barthwal, learned counsel for the petitioner.

Mr. Sagar Kothari, learned counsel for the petitioner in the connected writ petition.

Mr. Rajat Katiyal, learned counsel for the respondent.

Mr. Amit Bhatt, learned G.A. with Mr. Tumul Nainwal, learned A.G.A. with Mrs. Sweta Badola Dobhal, learned Brief Holder for the State.

Mr. Neeraj Garg, learned counsel for the complainant.

Judgment reserved on: 28.04.2026

Judgment delivered on: 03.06.2026

Hon'ble Mr. Justice Rakesh Thapliyal, J.

1. In these two writ petitions has been preferred for quashing of First Information Report dated 14.09.2025 i.e. FIR No. 0181 of 2025 lodged by the informant Vikram Singh Rana, wherein, eight persons *namely* Rajkumar Yadav, Harish Yadav, Rajeev Vadra, Sanjay Singh, Megha Bhardwaj, Bijju, Vinod Kumar and last one Neerja Singh have been implicated for the offences punishable under sections 420, 467, 468, 471 r/w section 120-B of the IPC.

2. WPCRL No. 1530 of 2025 has been filed by two persons *namely* Harish Yadav and Rajkumar Yadav. So far as another

petition i.e. WPCRL No. 1432 of 2025 is concerned, the same has been filed by Ms. Neerja Singh.

3. At this juncture, it is essential to outline the factual matrix as described in the FIR to clearly understand the context of these two petitions.

4. The impugned FIR states that Harish Yadav and Rajkumar Yadav the petitioners of WPCRL No. 1530 of 2025 make a proposal to the complainant that a company *namely* “**Sai Ram Infram Projects Pvt. Ltd**”, which deals with the business of real estate owns several acres of land in Purukul will provide 25 bighas of land to the complainant, and all transactions on behalf of the company they will handle and the land would be sold at the rate of Rs. 50 lakhs per bigha. On such assurance and proposal the complainant trust on them and an amount of Rs. 1.81 crore was paid to them and after receiving the amount the complainant was given the task to level the land for the purposes of development and during this period the persons *namely* Rajeev Wadra, Sanjay Singh, Megha Bhardwaj, Bijju, Vinod Kumar and Ms. Neerja came at spot and informs to the complainant that their land is also included in the said portion of 25 bigha of land and they all are the representatives of the company *namely* “**Avanta Reality**” and another one “**Prat and Whitney**” and they have shown certain documents with regard to the mortgage of the land with the said two companies.

5. It is further stated in the FIR that subsequently he came to know that there are business transactions in between all these companies i.e. “**Sai Ram Infra Project Pvt. Ltd.**”, “**Avanta Reality**” and “**Prat and Whitney**”. It is further alleged in the FIR that the complainant paid substantial amount to the petitioners Harish Yadav and Rajkumar Yadav, who infact have all effective

control over these companies particularly “Sai Ram Infra Projects Pvt. Ltd.” and he has also spent substantial amount in leveling and developing the land and therefore he was not in a position to refuse their proposal since he has incurred crores of rupees in leveling and developing the land.

It is further alleged that 10.10 crore were deposited in the account of “**Prat and Whitney**” and Rs. 6.25 crore were also transferred in the account of “Avanta Reality”.

It is further alleged in the FIR that in March, 2024 the complainant came to know about certain disputes in between these three companies, however, he has been informed that all those issues have been resolved and shortly the sale deed will be executed in favour of the complainant in the next financial year. In April, 2024 on such assurance of executing sale deed the complainant paid all stamp duty and TDS amount but they did not turn up to execute the sale deed and when he contact them they have not given any positive answer, even they did not picked up his phone and then he came to know that infact he has been cheated in an organized manner by these persons and the main conspirator are Harish Yadav and Rajkumar Yadav and he also came to know that these persons also forged some document showing him as a nominee of the company in order to get 100 percent shareholding of “Avanta Reality” against the amount of Rs. 6.25 crore, which he has paid to the company *namley* “Avanta Reality” on their instance.

FIR further states that Rajkumar Yadav, one of the petitioners, who is the resident of Gurgaon (Haryana) have criminal antecedents committed similar fraud with several others and he projected himself that he has close relations with higher

officials and also project himself to be holding a high ranking post.

6. Mr. D.S. Patni, learned senior counsel assisted by Mr. Lalit Sharma and Mr. Dharmendra Barthwal, who appears for the petitioners in WPCRL No. 1530 of 2025 submits that all the allegations as alleged in the impugned FIR are fake and frivolous. He also submits that the petitioner Harish Yadav was not associated with the company *namely* "M/s Sai Ram Infra Projects Pvt. Ltd." in any manner during the period of transaction since he was inducted as a Director on 19.04.2024, whereas all payments were made prior to that, therefore, he cannot be treated to be an instrumental for all these transactions.

In reference to petitioner no. 2 Rajkumar Yadav Mr. Patni submits that he has no concern with all these companies in any manner and has been falsely implicated.

7. Learned senior counsel further submits that infact the informant is the property dealer and associated with the company *namely* M/s Sai Ram Infra Projects Pvt. Ltd. as a broker, which owns land in Village Purukul of District Dehradun and the informant being a property dealer want to purchase some land from the company and agreed to be act as a nominee of M/s Sai Ram Infra Projects Pvt. Ltd., which is subsidiary of **M/s Avanta Reality Ltd.** and **M/s Prat and Whitney**, and on his instance **M/s Sai Ram Infra Project Pvt. Ltd.** sold substantial part of land to the different buyers and while executing all those sale deeds the informant act as a broker.

Mr. Patni argued that all the allegations as alleged in the impugned FIR are false and frivolous and infact on 19.12.2024 the complainant uploaded a video in social media, wherein, he was

giving threatening to commit suicide and soon thereafter the S.S.P., Dehradun, gives a press statement in the media that grievance of the informant has been enquired from the local police and it was found that the dispute in between informant with the companies are purely civil in nature.

He submits that when the petitioners came to know about the video clip as uploaded by the informant in the social media immediately a legal notice was given to the informant on 28.08.2025 asking him to tender unconditional apology and to remove the video clip from social media and to pay damages of Rs. 5 crores.

8. Mr. Patni also submits that in the impugned FIR there is no disclosure about any forged documents and even otherwise the impugned FIR does not discloses any cognizable offence and, as such, the same is liable to be quashed.

9. Mr. Sagar Kothari, learned counsel who appears for the petitioner of WPCRL No. 1432 of 2025 submits that the impugned FIR does not discloses any cognizable offence against the petitioner Ms. Neeraj Singh and she has been implicated with the sole object of harassment and she has no concern in any manner either with all these companies or with the co-accused Harish Yadav and Rajkumar Yadav.

Mr. Kothari further submits that the petitioner neither received any amount from the informant nor from other co-accused and, as such, the impugned FIR qua the petitioner is liable to be quashed.

10. Mr. Neeraj Garg, learned counsel for caveator/informant filed counter affidavit along with the stay vacation application and raised a preliminary objection that the petitioners of both

these writ petitions have not approached with clean hands and suppressed material facts.

Mr. Garg submits that the impugned FIR was registered on 14.09.2025 and immediately thereafter in order to get anticipatory bail petitioners approached to the Sessions Court and the Sessions Court post the matter on 14.11.2025 since the prosecution undertakes that they will not be arrested and during the pendency of anticipatory bail before the Session Court petitioners approach to this court and filed writ petition on 24.11.2025 without disclosing about pending anticipatory bail, wherein, Coordinate Bench on 26.11.2025 invited objections on or before 29.12.2025 and the matter was posted on 29.12.2025. He submits that though already 29.12.2025 was fixed but much before that an urgency application was moved that there is an apprehension of arrest and the said urgency application came up before the Coordinate Bench on 09.12.2025 and on the same date the interim protection was granted and immediately thereafter on the next date i.e. on 10.12.2025 they withdraw their pending anticipatory bail application from the Session Court. He submits that since petitioners have suppressed about pending anticipatory bail applications and as such they have not approach with clean hands and on this account alone their petitions deserves to be dismissed with costs.

11. Previously the matter was heard on different dates and on 11.03.2026 Mr. D.S. Patni, learned senior counsel, placed before this court 21 sale deeds in order to show that entire money has been paid to the informant. Copy of all those 21 sale deeds were also supplied to Mr. Neeraj Garg, learned counsel for the informant and on their request the matter was posted for another date so that Mr. Garg may go through with all those sale deeds

and make his submissions whether informant received any amount. By those 21 sale deeds total area admeasuring 46.84 bighas were sold out to different buyer with the total sale consideration of Rs. 50,61,08,385/- cr. (Fifty crore sixty one lakh eight thousand three hundred eighty five).

12. On 20.03.2026 one of the petitioner Harish Yadav was present in court and admits that the informant paid in total Rs. 18.35 crore and also undertakes to refund the same within reasonable time.

On that day Mr. Rajat Katiyal, learned counsel also advance his submissions on behalf of M/s Avanta Reality and also submit written synopsis and argued that “M/s Avanta Reality” received 6.25 Cr. from informant Vikram Singh Rana and against 6.25 cr. “M/s Avanta Reality” transferred 100 percent shareholding to M/s Sai Ram Infra Projects Pvt. Ltd. since informant was shown as their nominee in one of letter dated 06.09.2023, which was subsequently modified.

On 24.03.2026 Mr. D.S. Patni submits that the statement as given by Mr. Harish Yadav on the previous date about receipt of Rs. 18.35 crore is not correct and now he is withdrawing his statement about receipt of any such amount.

On such submission, Mr. Neeraj Garg, learned counsel for the informant and Mr. Rajat Katiyal, learned counsel for M/s Avanta Reality raised a serious objection and submits that Mr. Harish Yadav make a statement about receipt of 18.35 crore and, therefore, withdrawing such a statement are misleading though as a matter of fact the break-up of amount as paid by informant are based on account statement.

13. Since several affidavits have been filed by both the parties raising allegations and counter allegations against each other so I also gone through with all those affidavits.

Now, Mr. D.S. Patni further advance his submission on subsequent affidavits that the informant committed several irregularities under the RERA Act and sold the land of the company without fulfilling the requirement under the RERA Act, due to which the company was not intended to sell the land to him. He also submits that the informant also committed fraud with the different buyers and there is no written agreement to sell the land to the informant, therefore, the allegations about paying huge amount is false and even otherwise if the informant has any grievances he should avail civil remedy.

14. Mr. Patni also submits that infact when the informant was in direct touch with the company make some alteration in one of the map attached with sale deed dated 10.01.2024 in which he was shown as one of the witness. Mr. Patni drew attention of this court to the altered map as well as the original map annexed with the rejoinder affidavit. He submits that with regard to alteration in map a written complaint was also made on 31.08.2025 but on such complaint no FIR was registered. He also submits that in total 27 sale deeds were executed out of which in 21 sale deeds the informant was the witness and during execution of those sale deeds informant received about Rs. 10.50 crore. Mr. Patni also submits that the informant is highly influential person since he is closely associated with the Ex Chief Minister of the State, which is evident from his complaint made in C.M. portal.

Mr. Patni concluded his argument by submitting that there is no pending dues and informant received entire money from

different buyers and, as such, impugned FIR is liable to quashed since it does not discloses any cognizable offence.

15. Per contra Mr. Neeraj Garg, learned counsel for the informant, submits that all the averments as made in the subsequent affidavits are misleading and false and the allegation with regard to alteration in map is also completely misleading and infact they are diverting the issue though in the said sale deed he was simply a witness.

16. Mr. Garg also draw attention of this court to an affidavit of informant filed on 16.04.2026 giving complete breakup of payments alongwith the Account Statement and submits that the break-up of payment as given with account statement clearly reveals that in total Nineteen Crore One Lakh (19.01 cr.) were paid by the informant, after June, 2023, though the account statement as placed on record by the petitioners is only upto 17.03.2023, which has no relevance and deliberately no account statement after June, 2023 are placed on record by the petitioners.

On perusal of account statement it reveals that in total Rs. 10.95 crore were paid to M/s Prat & Whitney and Rs. 6.25 cr. was paid to M/s Avanta Reality. Mr. Garg also pointed out that in addition to this, Rs. 1.65 crore were also paid to Mr. Rajkumar Yadav in cash, which he admits through Whatsapp chat dated 06.03.2024, which is also shown to Mr. D.S. Patni, learned counsel for the petitioner during the course of argument.

17. Mr. Neeraj Garg also submits that the arguments of Mr. Patni that against 21 sale deeds huge amount were paid to the informant is completely fallacious and misleading, which itself is evident from 21 sale deeds on the basis of which a comparative chart is also prepared and placed on record, which itself

establishes that entire sale consideration of more than Rs. 50 crores were credited in the account of M/s Sai Ram Infra Projects Pvt. Ltd.

Mr. Garg submits that against Rs. 19.01 crore, neither land was sold out to the informant nor the amount was returned and even not a single document the petitioners bring on record with regard to refund of any such amount. He submits that the petitioner Harish Yadav make a statement on the previous date in the court that they received the amount but want some reasonable time to refund the same, but now he withdraw such statement and, therefore, the petitioners are not fair with the court and are misleading.

18. Mr. Garg also bring to the notice of this court a report of preliminary enquiry conducted by Circle Officer before registration of FIR, who record the statement of Rajkumar Yadav. This preliminary enquiry report is part of record of WPCRL No. 1432 of 2025. The relevant extract of statement of Rajkumar Yadav as pointed out by Mr. Garg is read as under:

“पूछताछ के दौरान विपक्षी राजकुमार यादव द्वारा कहा गया है कि तमिलनाडु में विन्डमील के प्रोजेक्ट में लगभग कुल 30 करोड़ की लागत आनी थी जिस हेतु आवेदक विक्रम सिंह द्वारा 16 करोड़ 35 लाख की धनराशि दी गयी है किन्तु अब वह विन्डमील के प्रोजेक्ट से मुकर रहा है यदि आवेदक विक्रम राणा विन्डमील प्रोजेक्ट को पूरा करता है तो मैं पुरकुल स्थित भूमि की रजिस्ट्री आवेदक के नाम पर कर दूंगा यदि विक्रम राणा ऐसा नहीं करता है तो मैं केवल उसको भूमि के 1 करोड़ 81 लाख भूमि की धनराशि वापस करूंगा।”

19. Mr. Garg also submits that both the petitioners Mr. Harish Yadav and Rajkumar Yadav have all effective control over all these companies and prepared a forged document by showing informant as a nominee of the company to M/s Avanta Reality to whom the informant paid Rs. 6.25 crore against which M/s Avanta Reality transferred 100 percent share holding to M/s Sai Ram Infra Projects Pvt. Ltd.

20. In reference to WPCRL No. 1432 of 2025 Mr. Neeraj Garg submits that the petitioner Ms. Neerja Singh gives a false statement on an affidavit that neither she is the Director nor the Manager in any of the company and she has no concern with the other co-accused though as a matter of fact that there are two registered sale deeds dated 17.05.2024 and 22.05.2024, which were executed by M/s Sai Ram Infra Projects Pvt. Ltd., wherein she is one of the co-purchaser, which are also placed on record through an affidavit.

Mr. Garg further submits that another document is the Account Statement of Ms. Neerja Singh, which itself reflects several transactions of the petitioner Ms. Neerja Singh with M/s Sai Ram Infra Projects Pvt. Ltd. and Prat & Whitney. By showing these documents Mr. Garg submits that the petitioner has direct nexus with the other co-accused but these documents has been suppressed by her, wherein, show that she is neither the Director nor in any official capacity in these companies and the amount, which she received, was in the form of unsecured loan.

21. On the other side, Mr. Katiyal on behalf of M/s Avanta Reality admits this fact that M/s Avanta Reality Ltd. received Rs. 6.25 cr. from informant and in lieu thereof 100 percent share holding was transferred to M/s Sai Ram Infra Projects Pvt. Ltd. only on an impression that the informant is nominee of M/s Sai Ram Infra though subsequently it was informed that he is not nominee but by that time 100 percent share were already transferred.

He further submits that in the letter wherein informant is shown as nominee there was reference of one another person *namely* Aadesh Chauhan, who also paid Rs. 1.50 cr. who also in his statement apprised to Investigating Officer that Mr. Rajkumar

Yadav is the key figure to victimize him also. He submits that since now in lieu of Rs. 6.25 cr. the Avanta Reality transferred 100 percent share holding to M/s Sai Ram, therefore, M/s Sai Ram Infra Projects Pvt. Ltd, which is completely under control of Harish Yadav and Rajkumar Yadav are responsible and not the M/s Avanta Reality.

22. Mr. Vipul Sharma, who represents the company *namely* “Prat & Whitney” submits that this company has no concern in any manner since admittedly entire transaction is in between M/s Sai Ram, M/s Avanta Reality and informant, which is denied by Mr. Neeraj Garg by showing account statement.

23. Mr. Tumul Nainwal, learned A.G.A. for the State submits that infact before registration of FIR a preliminary enquiry was conducted by the Circle Officer and the statements of Mr. Rajkumar Yadav was also recorded, wherein, he admits about receiving of substantial amount from the informant. He submits that during investigation it reveals that both the petitioners have effective control over all these companies i.e M/s Sai Ram Infra Projects Pvt. Ltd. and it's subsidiary i.e. Avanta Reality Ltd. as well as “Prat & Whitney” and the investigation also reveals that the petitioners induces the complainant to invest the huge amount and the letter dated 06.09.2023, wherein, informant has been shown as nominee found to be a manipulated and forged document, which was prepared only in order to get 100 percent shareholding of M/s Avanta Reality in lieu of 6.25 cr. paid by informant to M/s Avanta Reality and FIR cannot be quashed since after full fledged preliminary enquiry of C.O. (Circle) it was registered and now the investigation is going on.

24. Heard the arguments at length and perused the records. Earlier also matter was heard at length and on one such occasion

Mr. Patni, learned senior counsel also proposes that let the parties may sit together in order to resolve the dispute and this court gives that opportunity also but no settlement could be arrived, therefore there is no option except to proceed and decide the matter on its own merit.

25. First of all the issue as raised by Mr. Neeraj Garg that the petitioners have not approached with clean hands since they have not disclosed about pending anticipatory bail application before the Session Court.

In this regard, Mr. Patni, learned senior counsel submits that there is no bar in availing both the remedies i.e. writ petition for quashing of FIR as well as for seeking anticipatory bail, but, the fact remains why they have not disclosed about pending anticipatory bail in Session Court in this petitions and why such an impression was given by moving an urgency application to the Coordinate Bench that there is an apprehension of arrest when prosecution already gives an assurance in the pending anticipatory bail application that they will not be arrested and then why on the next date they withdraw their anticipatory bail application from the Session Court after grant of interim protection from this court. It is the duty of a litigant to approach with clean hands. No doubt interim orders are discretionary remedies and courts grants interim reliefs relying them on the honesty and transparency of the litigant and if a party deliberately withholds a document or misrepresents the truth, they are guilty of suppression. The Hon'ble Supreme Court in catena of judgments has established that transparency is critical and failing to disclose relevant factors warrants immediate refusal of relief. Thus, this court is of the view that interim order

of protection was obtained by the petitioner by way of misrepresentation.

26. In addition to this, Mr. Neeraj Garg submits that in WPCRL No. 1432 of 2025 the petitioner gives false statement that she has no concern with the other co-accused. In the counter affidavit the informant placed on record two sale deeds and the account statement and after gone through with those documents what this court observed that there is regular transaction in between the petitioner and the companies which are under the direct control of the co-accused. Furthermore, the petitioner Ms. Neerja also tendered unconditional apology for giving such a statement in her subsequent affidavit.

27. So far as impugned FIR is concerned, the dispute prima-facie relates to money transactions. The petitioners denied about any such transaction, however, the informant placed on record the account statement as well as complete break-up of transaction and even one of the petitioner Mr. Rajkumar Yadav also admits in his statement before the Circle Officer, who conducted the preliminary enquiry and even another petitioner Mr. Harish Yadav also make a statement before this court about receipt of Rs. 18.35 cr. and also undertakes to refund within reasonable time.

Not only this, even on 11.03.2026, 21 sale deeds were shown by Mr. Patni in order to show that informant being a broker of the company received entire amount from the buyers, but as a matter of fact entire sale consideration of more than 50 crore were credited in the account of M/s Sai Ram Infra Projects Pvt. Ltd.

Now, what this court has observed that the petitioners are taking contradictory stand since on the one hand they are saying no amount has been received by them and on the other side they

are saying that the informant received entire money, though as a matter of fact as per the break-up and account statement as produced by informant and also as per their admission huge substantial amount has been received by the petitioners.

Apart from this it is an admitted fact that Rs. 6.25 crore was transferred by informant to M/s Avanta Reality, and in lieu thereof 100 percent share holding was transferred to M/s Sai Ram Infra Projects Pvt. Ltd. by projecting informant as nominee by letter dated 06.09.2023, which was found to be a manipulated document as pointed by learned A.G.A. Therefore, this court is of the firm opinion that taking contradictory stand by the petitioners appears to be a misleading approach and therefore this court held that the petitioners are disentitled to get any relief.

28. One more submission as advanced by Mr. Patni that the informant being broker of a company make an alteration in the map in one of the sale deed appears to be a concocted story and have no relevance to the issue in hand and even otherwise the informant was only a witness in the said sale deed.

29. So far as the submission of Mr. Patni that the dispute prima-facie appears to be civil in nature cannot be accepted when the petitioners are taking repeatedly contradictory stand and misleading approach in this regard.

30. In view of the discussion and observation as above, admittedly the petitioners have not approached with clean hands and also suppressed the material facts and their approach appears to be misleading, therefore both the writ petitions are dismissed being devoid of merit with the cost of Rs. 2 lakhs in WPCRL No. 1530 of 2025 and Rs. 50,000/- in WPCRL No. 1432 of

2025 to be deposited in the Advocates Welfare Fund within a month. Interim orders are also stand vacated.

(Rakesh Thapliyal, J.)

03.06.2026

PR