IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-25279-2023 &
CRM-M-26173-2023 (O&M)
118 **RESERVED ON: 05.05.2025**
PRONOUNCED ON:10.07.2025

SATENDRA TRIPATHI AND ORS.
......PETITIONERS

Versus

STATE OF HARYANA AND ANR
.....RESPONDENTS

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. Randeep S. Rai, Sr. Advocate with
Mr. Rajender Singh, Ms. Rubina Virmani, Advocates,
Ms. Mehtab Kamboj and Mr. Nishad Sharma, Advocates
for the petitioners.

Mr. Chetan Sharma, DAG, Haryana.

Mr. Vinod Ghai, Sr. Advocate with
Mr. Himanshu Arora, Mr. R.S. Bagga, Advocate and
Mr. Arnav Ghai, Advocate for respondent No.2/complainant.

SANDEEP MOUDGIL, J

1. Both the petitions are being decided together by this common order as they involve similar set of facts and identical question of law seeking same relief.

Prayer

2. The petitioners have come to this Court invoking the jurisdiction under Section 482 Cr.P.C to seek quashing of FIR No.160, dated 07.05.2023, under Sections 120-B, 420, 467, 468, 471 IPC, registered at Police Station Bahalgarh, District Sonipat with all subsequent proceedings arising therefrom.

Factual Matrix

3. Since both the petitions have assailed the same FIR in question though on different footings, it would be appetite to test the factual backdrop from the version which is common as narrated in the impugned FIR. The same can be culled out as:-

> *"To, The Ld. Commissioner of Police, Sonipat. SUB.: COMPLAINT UNDER SECTION 420/ 379/ 467/ 468/ 471/ 120B/ 406/ 506 OF IPC AGAINST: 1. AMAZON THROUGH ITS DIRECTORS (1) NOORULAMIN MOHD SAHEB PATEL (ii) KANDULA RAGHAVA RAO. BIVORE SARWAGI 3. SATENDRA TRIPATHI 4. DIXIT SHARMA 5. BRAJESH KUMAR 6 UNKNOWN ACCUSED PERSON/PERSONS UBJECT TO INVESTIGATION. COMMITTING CHEATING, BREACH TO RUST, FORGERY, THEFT. Respected Sir, It is submitted as under: 1. That, he applicant is a permanent resident of 732/1, 3rd Floor, Lotus Plaza, Sector- 4, M.G. Road, Gurugram, -122001., Haryana and is a law-abiding citizen. Being power of attorney holder on behalf of Kay Cee Enterprises, applicant reverse all legal right for moving application against accused for taking legal action 2 That my client is running a business of Manpower service provider in the name and style of Kay Cee Enterprises, having Regional office at 2nd floor, Above SBI bank, Khewra road, Bahalgarh, Sonipat -131021 (HR) 3. That, a person namely Pinky was working as an employee in the company i.e., Kay Cee Enterprises from 23/10/2017 on Associate having employee ID 102760944. 4. That, everything was working efficient between the complaint and his employees. But, on dated 29/04/2023 the complainant received a legal notice addressing to him which was sent by Mrs. Pinky through her counsel namely Advocate Rahul Khatri. The copy of the Legal Notice along with the forged letter head is annexed herewith for the kind reference as ANNEXURE C-1. 5, That, upon receiving the legal notice the*

complainant got shocked to see that the legal notice was attached with a forged transfer letter dated 20.04.2023 of Mrs. Pinky changing her job location from Del-3 Sonipat to Del-5 Bilaspur, Gurugram issued on the stolen letter head of the complainant's company with forged signature and stamp of the company, 6. That, upon further inquiring about the transfer letter, it was shockingly learnt by the complainant that some unknown accused person/persons had stolen the official letter head of his company and had prepared a false and forged transfer letter bearing the stamp and signature of the company's authorized representative. That it is pertinent to mention here that the said transfer letter was never issued and signed by the complainant.7. That, it is very much clear from the above stated facts and circumstances that the accused persons corruptly with complete conspiracy had stolen, forged and intentionally fabricated the said transfer letter so that the same can be used to harass the complainant and implicate the complainant's company in some false cases. Therefore, the complainant has left with no other option but to file the present compliant. 8. That, a detailed and thorough investigation on the present complaint given by the complainant is imperative to unearth the name of unknown accused persons who are actively involved in the evil designs and to surface the entire modus operandi of the accused persons. 9. That, the complainant reserves its rights to submit all the details, statements and documents pertain to the present complaint. The complainant is also ready to submit any other information/ document that may be required to investigate this complaint. In these circumstances the complainant humbly requests that an immediate police investigation be conducted after registering a case under section 420/ 379/ 467/ 468/471/ 120B/ 406/506 OF IPC and the accused persons be prosecuted as per Law. Thanking you in anticipation. Complainant Kay Cee Enterprises, having corporate office at 732/1, 3rd Floor, Lotus Plaza, Sector- 14, M.G. Road, Gurugram, - 122001 through his authorized representative Mr. Surender *singh Dated: 28.04.2023 For KAY CEE ENTERPRISES Authorised Sign./Manager SD Surender Malik S/O Ishwar Singh C-108, West Rajiv Nagar Near Gufa Wala Mandir Gurugram 9718610356."*

Contentions

On behalf of the petitioners:-

4. Mr. R.S. Rai, learned Senior Advocate on behalf of the petitioner in both the petitions would vehemently contend that the instant FIR fails to disclose any prima facie offence having no evidence to establish involvement or participation of the petitioner(s) in the alleged act, wherein petitioner No.1 is Regional HR Manager, petitioners No.2 & 3 are Directors, petitioner No.4 is a Senior Manager, Petitioner No.5 is working as Human Resource Manager and petitioner No.6 is engaged as Senior Compliance Manager in the company which manages and operates the URL/www.amazon.in (e-commerce market place) and as such, all are associated with Amazon Seller Services Pvt. Ltd. He would submit that there is no credible allegations coming forth against any of the petitioner(s) and the FIR has been registered in most mechanical manner without any prior investigation into the allegations which lack merit. It is also the submission that petitioner No.2 & 3 who are directors of the company have no direct or indirect connectivity to the alleged offence as both are based out of Bangalore and as such, have no involvement in handling day to day affair either in the company or at the fulfilment centre at Sonipat. It is also the case of the petitioners as argued by Mr. Rai, that the alleged transfer letter is purported on a stolen letter head which do not bear signature or stamp of either of the petitioners or of the company whatsoever. The reliance has been made on behalf of the petitioners on a judgment rendered by Hon'ble

Apex Court in "***Sunil Bharti Mittal versus Central Bureau of Investigation, AIR 2015 SC 923"*** to argue that for prosecuting a Director or senior management employee of the company, there must be a specific allegation supported by cogent evidence in the complaint defining the role played by them and there must be an unambiguous allegation/description in the manner in which such person is in-charge or responsible for the conduct of the business of the company and in case, if the complainant fails to disclose such requirements, the complaint is liable to be quashed.

5. It is also the case of the petitioners that in fact the alleged forged letter is the concoction of respondent No.2 itself to get rid of its own liability by shifting the onus towards the petitioners since certain persons, who were engaged by it had protested. The petitioners' company has already paid an advance sum of Rs.1,17,00,000/- on 07.05.2023 and Rs.1,01,73,231/- on 10.05.2023 to the respondent No.2, enabling it to pay out full and final settlement amount to all its employees who do not wish to be re-allocated at other sites of the petitioners' company.

6. Mr. Rai, learned Senior Advocate also submits that the company wherein the petitioners are holding different positions wish to move with its policy decision to transit the business operations from the fulfilment centre at Sonipat to other sites in Haryana and, therefore, decided to shut down the said centre at Sonipat but to safeguard its own skin, the respondent No.2 purported the alleged letter of transfer and lodged the instant FIR against the present petitioners. On behalf of the petitioners an attempt has also been made to standby on a bona fide with the urge that the company of the petitioners has also remitted an advance amount of Rs.1.17 Crore on 07.05.2023 and

Rs.1,1,73,231/- on 10.05.2023 to the complainant-respondent No.2 as payouts amount to be paid by it to its employees who were refusing to be relocated. Mr. Rai's further assertion to defend the petitioners revolves around the allegations made in the FIR which states that the letter head on which the transfer letter was issued to one Pinky who served a legal notice as an employee of respondent No.2, though was deputed at Fulfilment Centre, Sonipat, was forged and fabricated after the same was stolen by some unknown persons. It is on such vague allegations against the present petitioners, Mr. Rai, learned Senior Advocate would press for quashing of the FIR wherein no preliminary inquiry was conducted and nothing prima facie is available on record to connect the petitioners with the commissioning of the offence.

7. In addition to the above, Mr. Rai, learned Senior Advocate submits in CRM-M-26173-2023 on behalf of the Anshul Dhiman-petitioner that the notice issued to him under Section 41-A Cr.P.C. dated 16.05.2023 is liable to be quashed as the petitioner was not even arrayed as an accused in the FIR still the Station House Officer/IO proceeded to issue the impugned notice merely to harass and create undue coercion on the company in which the petitioners are performing services on different posts.

On behalf of the State/respondent

8. Learned State counsel would contend for dismissal of the instant petition primarily by submitting that investigation is still underway, wherein the FIR was registered after following due procedure including the pre requisite laid down under Section 41-A Cr.P.C. It is also before this Court that during the investigation conducted so far statement of certain material persons

has been recorded including one Surender Malik, who is owner of respondent No.2 namely KayCee Enterprises Ltd., which obtained a tender from amazon company to provide man power/labour. During this interrogation, it was divulged that Pinki w/o Ranbir r/o Sikka Colony Sonepat had joined the services with Amazon company through respondent No.2 and now Amazon Company Bahalgarh wishes to close its unit which has accordingly served a notice to all of its employees qua the said fact and similarly such notice was given to Pinki as well to clear all her dues/payments. Pinki has disputed qua the receipt of such notice from Amazon Company and it is alleged that unit officials of Amazon Company at Bahalgarh had prepared a forged letter head of KayCee Enterprises Ltd. on which seal and signatures of the concerned authorities have been forged with the contents reflecting that Pinki is being transferred.

9. Further statements of one Vijay Mann, who is also owner of KayCee Enterprises Ltd. deposed that he has authorized Surender Malik to sign on behalf of KayCee Enterprises Ltd. which is involved in the business of providing manpower to Amazon Company at its Bahalgarh unit and under that tender Pinki was also provided an employment, who has also deposed before the Investigating Agency qua the forged letter.

10. Statement of Pinki w/o Randhir was also recorded who also submitted on the same lines clarifying that she was provided the work with Amazon Company through KayCee Enterprises Ltd. and her salary was also paid by the latter/respondent No.2. In addition to above, Ms. Pinki also submitted during the investigation that Amazon Company is going to shift to Bilaspur DEL-5 from Bahalgarh DEL-3, Sonepat and has offered

approximately 300 workers either to choose transfer to the proposed shifted unit or to give up the job to which she refused and thereafter allegedly received a letter dated 20.04.2023, which is subject matter of the instant FIR.

11. Lastly the State counsel submits that investigation in the case is still continuing, major aspects are yet to be examined and the FIR is based on prima facie evidence.

12. Thereafter another reply dated 02.01.2024 came to be filed by way of an affidavit of Sandeep Singh, HPS Assistant Commissioner of Police, Murthal, Sonepat, who would submit that since operation of notice under Section 41-A Cr.P.C. issued to the petitioners was ordered to be kept in abeyance by the High Court vide order dated 18.05.2023, the investigation has not proceeded thereafter and in case the said interim direction is vacated, the State is eager to proceed further for reaching to a conclusion.

13. Mr. Vinod Ghai, learned Senior Advocate appearing on behalf of Respondent No. 2, strongly opposes the present petition, contending that the allegations set out in the FIR disclose the commission of serious and cognizable offences. These offences involve the use of forged documents purportedly issued on the official letterhead of Respondent No. 2, KayCee Enterprises Ltd. containing forged signatures and a fabricated company stamp. The FIR was registered only after due consideration of the entire set of allegations, and a plain reading of the same prima facie offences including forgery, cheating, and criminal conspiracy, are made out.

14. Mr. Ghai, has countered the argument qua Section 41-A Cr.P.C., urging that it pertains to the cases where ordinarily arrest of the person is not required and the investigation would not continue, whereas in the instant case

the grouse of the complainant is on account of alleged forged letter, which was prepared by the petitioners and, therefore, strict compliance to Section 41-A would not be feasible and advisable. Mr. Ghai would further argue that the FIR has been registered by the police only after having found substance in the allegations and the vicarious liability of the petitioners in the said forgery.

15. Lastly Mr. Ghai would fold his submissions with the reliance upon case law in ***M/s Niharika Infrastructure Pvt. Ltd. vs. State of Maharashtra and Ors. 2020 Vol. 10 SCC 180*** submitting that the power of quashing should be exercised sparingly and police has the statutory right and duty to investigate into a cognizable offence, which are prima facie quite evident in the instant FIR and he seeks dismissal of the instant petition.

16. Consequently, a comprehensive and impartial investigation by the State authorities is deemed necessary. The involvement and culpability of each accused individual can only be ascertained upon the conclusion of such an investigation.

17. Heard learned Senior counsel for the respective parties.

Discussions:-

18. Before I proceed further the admitted facts need to be culled out on the basis of submissions and relevant documents placed before this Court by the respective parties and as such it could be said that the petitioner No.1 is performing the duties as Regional HR Manager, Petitioners No.2 & 3 are the Directors, who are based out of and working in Bangalore, Petitioner No.4 is deputed as Senior Manager, Petitioner No.5 as Human Source Manager, whereas petitioner No.6 is working as Senior Compliance Manager with the Amazon Seller Services Private Limited-company. The company manages

and operates the URL;www.amazon.in ("e-commerce market place") to provide services relating to the e-commerce market place which allows the sellers to list their products online and at the same time customer can login on the e-commerce market place and purchase the listed products. To fulfil this object, the company has set up various fulfilments centre across the country and one in this chain was operational at Building No.1 & 2 Agson Global Logistic Park, Village Kishora, Main GT Road Sonepat, Haryana.

19. For performing the work at the aforesaid centre manpower services were required for which it avails the job from third party manpower providers and in this endeavour entered into a main services agreement with respondent No.2-KayCee Enterprises through its proprietor Mr. Vijay Choudhary while executing an agreement called the main services agreement (hereinafter referred as 'agreement') which also consisted of work orders between the company and respondent No.2 dated 01.01.2022 (Annexure P-2). The said agreement is evidently signed by Mr. Gurvit Malhotra Zonal HR Manager of the company on behalf of Amazon Sellers Services Pvt. Ltd., whereas Mr. Vijay Choudhary has signed as Vijay Maan on behalf of respondent No.2. According to the said agreement (Annexure P-2) manpower was provided by the respondent No.2, which was deployed at the concerned fulfilment centre at Sonepat by the company. It is an admitted position between the parties that such manpower was the employees of respondent No.2/complainant.

20. The above-said agreement was for a period of one year from the effective date until and unless terminated earlier, as it was at the sole discretion of the company that the terms of the agreement may survive and

apply to any work order outstanding as of the effective date of termination. The terms of said agreement would read as under:

> *"This Agreement begins on the Effective Date and, unless earlier terminated pursuant to this Agreement, continues for a period of 1 year(s); provided, however, at Amazon's sole discretion the terms of this Agreement may survive and apply to any Work orders outstanding as of the effective date of termination. Upon expiration of such period, this Agreement shall stand terminated unless amazon in its sole discretion renews this Agreement up to a further period of two (2) years (each period collectively referred to as the Term").*
>
> *Amazon may terminate this Agreement or any Work Order or any portion thereof, without cause and/or without the occurrence sf a default, by giving at least thirty (30) days prior written notice to the Service Provider. Upon any such termination, Amazon is only liable to pay for Services performed prior to expiration or termination; provided that if the fee set forth in the Work Order is a fixed mount, Amazon will pay the fee to the extent of the Services rendered. In addition, Amazon may terminate this Agreement or any applicable Work Order or any portion of the Services not then performed, immediately upon written notice for Service Provider's material breach of this Agreement or the Work Order, including but not limited to any breach of Section 7 below. Service Provider may terminate this Agreement immediately upon written notice if Amazon fails to cure a non-payment of amounts due within thirty (30) days after written notice of such non-payment to Amazon. In connection with the termination or expiration of this Agreement for any reason, Service Provider will provide reasonable assistance to Amazon in order to enable and facilitate an orderly transition of the Services to Amazon or to another service provider".*

21. The company citing business exigencies decided to close its operations and functioning from the fulfilment centre at Sonepat from 20.05.2023 and to transit its operations to company's other sites. The respondent No.2 was informed vide e-mail dated 13.04.2023 about the said policy decision and a formal intimation was given vide notice dated 17.04.2023 (Annexure P-3 collectively) and even thereafter. It was also offered to respondent no.2 that the manpower being provided by it at the fulfilment centre, Sonepat will be accommodated and deployed at the other centres of the company within the State of Haryana preferably closest to the present centre. However, being dissatisfied despite assurances of re-allocations and outplacement opportunities, few contractual workers indulged in protest at the Sonepat Centre of the company to which the company objected and asked respondent No.2 to get such protests stopped. However, during the communications, it was revealed that the respondent No.2 was not co-operative to the transition of company business centre from Sonepat to any other site in Haryana and as such the company had to seek support of Police authorities Police Station Bahalgarh but the Station House Officer allegedly refused to interfere in the matter, despite a written communication dated 27.04.2023 (Annexure P-4).

22. The company further remitted an advance amount of Rs.1,17,00,000/- on 17.05.2023 and Rs.1,01,73,231/- on 10.05.2023 to respondent No.2 for clearing the dispute by full and final settlement with its employees, who were refusing to re-allocation.

23. At this stage, a letter alleged to be forged came into picture and respondent No.2 made a complaint dated 28.04.2023 to the Commissioner of

Police, East Sonepat against the petitioners, who are either Directors of the company or are holding different posts alleging that one of its employees namely Pinki had served a legal notice upon respondent No.2 challenging the letter of transfer issued to her. The said letter apparently is on the letter head of respondent No.2/complainant company. The respondent No.2 alleged in that complaint that the letter issued to Pinki on its letter head is forged and fabricated and has been issued only to harass the complainant by unknown persons.

24. It is in this backdrop of factual aspects the instant FIR came to be lodged, the quashing of which has been sought before this Court by the petitioners claiming the same based on concocted and fabricated story at the behest of respondent no.2/complainant.

25. Now the argument of petitioners is to be tested within the four corners of question that whether offence under Sections 420, 467, 468 and 471 of IPC read with Section 120-B is made out against them and whether continuation of proceedings in the instant FIR would be an abuse of process of law.

26. The essential ingredients as enunciated vide Section 420 of IPC for cheating and dishonestly inducing delivery of property would read as under: -

> *i) A person must commit the offence of cheating under Section 415; and*
> *ii) The person cheated must be dishonestly induced to*
> *(a) deliver property to any person; or*
> *(b) make, alter or destroy valuable security or anything signed or sealed and capable of being converted into valuable security.*

27. A plain reading of Section 420 would crystallize that definition of cheating has been derived from Section 415 and as such it would be appetite to have a glance on both the provisions collectively, accordingly, the same is recorded hereinbelow:-

> *"420. Cheating and dishonestly inducing delivery of property.—Whoever cheats and thereby dishonestly induces the person deceived to deliver any property to any person, or to make, alter or destroy the whole or any part of a valuable security, or anything which is signed or sealed, and which is capable of being converted into a valuable security, shall be punished with imprisonment of either description for a term which may extend to seven years, and shall also be liable to fine."*
>
> *"415. Cheating.—Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to "cheat".*
>
> *Explanation.—A dishonest concealment of facts is a deception within the meaning of this section."*

28. It is after collective reading of above ingredients of constituting the offence of cheating were also formed by the Apex Court in ***'SW PalaNitkar versus State of Bihar-2002 SCC(Cri.) 129'*** as:-

> *"(i) there should be fraudulent or dishonest inducement of a person by deceiving him; (ii) (a) the person so deceived should be induced to deliver any property to any person, or to consent that any person shall retain any property; or (b) the person so deceived should be intentionally induced to do or omit to do*

> *anything which he would not do or omit if he were not so deceived; and*
> *(iii) in cases covered by (ii) (b), the act of omission should be one which causes or is likely to cause damage or harm .to the person induced in body, mind, reputation or property."*

29. In the instant case, it is not the version of even the complainant that there was entrustment of any property whatsoever for which he has been deceitfully cheated, since the whole dispute revolves around an agreement (Annexure P-2), wherein the contract was for providing manpower by the respondent No.2/complainant to Amazon company of which the petitioners are the employees. Even another ingredient of inducement is also not evident at the very beginning of entering into the contract as the terms were duly performed by the petitioners-company till a decision was taken to transit the unit to some other place within the State of Sonepat and at that time as well there is apparently a sincere and honest effort on its part either to settle the dues of manpower provided by respondent no.2/complainant or to re-allocate them at other units of petitioners' company. Beyond this an amount of Rs.1,17,00,000/- on 07.05.2023 and Rs.1,01,73,231/- on 10.05.2023 was paid by the company of petitioners to respondent no.2 for full and final settlement with those employees, who do not opt for re-allocation of their service. Apart from these aspects there is one vital stipulation in the agreement alongwith work order that if there is any dispute between the parties and differences arises out of or in connection with this agreement if not resolved within 15 days through discussions between the parties, it shall be referred to the Arbitration of a sole Arbitrator jointly appointed by the parties. In case of any such failure there shall be three Arbitrators, one nominated by each party and

third chosen by the two arbitrators so nominated, who shall proceed adhering to the provisions of Arbitration and Conciliation Act, 1996, which would be very well read out from Clause 11 of Ex. C to the said agreement that is "service provider non-disclosure agreement", which would read as under:-

> *"All disputes and differences arising out of or in connection with this Agreement, if not resolved within 15 (fifteen) days through discussions between the Parties, shall be referred to the arbitration of a sole arbitrator jointly appointed by the Parties, failing which there shall be 3 (three) arbitrators, 1 (one) nominated by each Party, and the third arbitrator (the presiding arbitrator) chosen by the 2 (two arbitrators so nominated. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in English and the venue of the arbitration shall be Bangalore, India. The arbitrators) shall pass a reasoned award in writing within 4 (four) months of the date of the appointment of sole arbitrator or the presiding arbitrator, as the case may be."*

30. In the present case, the dispute is qua the re-allocation or dispensation of services of workers engaged through respondent No.2/complainant after the decision to close the unit has been taken by the petitioners' company. The admitted position has also come to the fore that outstanding amount if any stands paid to the respondent No.2/complainant for further disbursing it to the engaged workers for full and final settlement. On a bare reading of the allegations in the FIR even if taken to be true on the face value, no case of criminal breach of trust or the dishonest intention on the part of the petitioners is evident having no intent to retain the money to have wrongful gain or causing wrongful loss to the respondent No.2/complainant.

31. In the light of such fact as emerging out of discussion, the basic essential ingredients for commissioning of offence under Section 420 of IPC are missing and no case for prosecution under Section 420 of IPC is made out against the petitioners.

32. Now coming to the subsequent allegation of committing forgery and fabrication for offences under Section 467, 468 and 471 of IPC, it is to be noticed here that a letter dated 20.04.2023 is alleged to be forged by unknown person which bears signatures and stamp of Company/respondent No.2's Authorized Representatives on its letter head addressed to one Pinki, who was also provided as worker to the petitioners' company under the agreement (Annexure P-2). The respondent No.2 denied the said letter to be issued by it and on that account lodged the instant FIR through Mr. Surender Malik, the authorized signatory on 28.04.2023. The relevant part of the FIR/complaint made by respondent No.2 to the Commissioner of Police, Sonepat needs to be clinically examined and for that purpose is reproduced as below from the true typed copy placed on record as an admitted document.

> *"That, a person namely Pinky was working as an employee in the company i.e., Kay Cee Enterprises from 23/10/2017 on Associate having employee ID 102760944. 4. That, everything was working efficient between the complaint and his employees. But, on dated 29/04/2023 the complainant received a legal notice addressing to him which was sent by Mrs. Pinky through her counsel namely Advocate Rahul Khatri. The copy of the Legal Notice along with the forged letter head is annexed herewith for the kind reference as ANNEXURE C-1. 5, That, upon receiving the legal notice the complainant got shocked to see that the legal notice was attached with a forged transfer letter dated 20.04.2023 of Mrs. Pinky changing her job location from Del-3 Sonipat to Del-5 Bilaspur,*

Gurugram issued on the stolen letter head of the complainant's company with forged signature and stamp of the company, 6. That, upon further inquiring about the transfer letter, it was shockingly learnt by the complainant that some unknown accused person/persons had stolen the official letter head of his company and had prepared a false and forged transfer letter bearing the stamp and signature of the company's authorized representative. That it is pertinent to mention here that the said transfer letter was never issued and signed by the complainant.7. That, it is very much clear from the above stated facts and circumstances that the accused persons corruptly with complete conspiracy had stolen, forged and intentionally fabricated the said transfer letter so that the same can be used to harass the complainant and implicate the complainant's company in some false cases. Therefore, the complainant has left with no other option but to file the present compliant."

33. From the above contents the allegations are not being attributed to any individual specifically with a categoric role assigned towards preparation of alleged letter as forged and fabricated. Though name of petitioners has been given in the list of accused persons.

34. The employee-work has no direct relationship with the petitioners or their company, who is admittedly employee of KayCee Enterprises since 23.10.2017 having issued an employee ID 102760944 but the contents of complaint made to the Commissioner of Police, Sonepat dated 28.04.2023 and even the version as narrated in FIR in question nowhere depicts that Ms. Pinki was under the employment of petitioners or their company. The admitted fact which has not been denied by the respondent No.2 is another factor to be taken care by this Court, which has not been denied before this Court at any stage is that the petitioners' company has already remitted an amount of

Rs.1,17,00,000/- on 07.05.2023 and Rs.1,01,73,231/- on 10.05.2023. The said letter has been perused, which is on record at Annexure R-2 dated 20.04.2023 with reply by way of an affidavit of Mukesh Kumar, HPS, Rai, District Sonepat dated 26.06.2023, who is Assistant Commissioner of Police bears the seal/stamp of KayCee Enterprises and is on its letter head only, which is an intimation to Ms. Pinki that in view of clause 8 of appointment letter you are being transferred from current deployment location to new location at Del-5 Bilaspur with monthly CTC to remain the same as earlier and all others terms and condition of employment also to remain unchanged.

35. The prosecution is also in possession of a legal notice dated nil issued by Pinki through her Advocate attached at Annexure R-1 to the same reply clearly indicates that same is addressed by Ms. Pinki the aggrieved person to KayCee Enterprises/respondent No.2.

36. It is only after receipt of that legal notice the complaint came to be filed on 28.04.2023 by respondent No.2, which was culminated into the instant FIR in question.

37. Now to test the argument that whether offence under Sections 467, 468 and 471, and 120-B of IPC, is made out. The motive and object needs to be understood for issuance of any such letter and role of the petitioners if any in preparation of the alleged forged letter.

38. As has been observed hereinabove firstly, the letter is on the letter head of respondent no.2/complainant addressed to Ms. Pinki with the ID issued by him which also bears the signatures of its Authorized Officer alongwith a stamp in the name of the company. Ms. Pinki is working with respondent No.2 since 23.10.2017 whose services were provided to the

petitioners' company w.e.f. 01.01.2022 and renewed thereafter on the basis of agreement (Annexure P-2) entered into between Amazon Seller Services Private Limited of which the petitioners are associate employees and respondent No.2-KayCee Enterprises/complainant. The petitioners have decided to close the unit at Bahalgarh and proposed the shifting to Bilaspur and for that account intimated respondent No.2/complainant via e-mail dated 13.04.2023 and intimation notice dated 17.04.2023 (Annexure P-3 collectively) with specific averment that the manpower provided by respondent No.2 will be accommodated and deployed at other fulfilment centre of the company within the State of Haryana located closest to the fulfilment centre, Sonepat. Apart from re-allocations that full final settlement would be made for those workers who do not wish to transit as per aforesaid offer. Under the said mutual agreement between the petitioners' company and respondent no.2 amount of Rs. 1,17,00,000/- on 07.05.2023 and Rs.1,01,73,231/- on 10.05.2023 was remitted as payout amount to be paid by respondent No.2 to its person, who were provided as manpower. Though certain workers protested against the closure of unit by the petitioners' company but out of odd 300 such employees no one came forward with any complaint against the company of the petitioners except one Ms. Pinki with an alleged letter who also has raised grievance only against respondent No.2/complaint via legal notice dated nil (Annexure R-2).

39. There is neither any denial to the intimation given by the petitioners' company nor any reply/respond to it by respondent No.2/complainant, which would tantamount to acceptance of the same.

40. Since there were odd 300 workers provided by respondent No.2/complainant and none of them ever raised such complaint which would mean that all were finally satisfied except one Ms. Pinki. There is hardly any occasion for the petitioners or their company to create a document in the form of alleged letter after stealing the letter head of respondent no.2 and forging the same with its stamp and signatures of an Authorised Officer on that letter. It is beyond any stretch of imagination and hard to believe for this Court that for one single worker, the petitioners or their company would invite its involvement in a criminal litigation in the shape of instant FIR by committing such act especially when it has disbursed the amount for full and final settlement to respondent No.2 for all such employees, who are opposed to their transition to any other unit of petitioners' company. Moreover, the contents of the letter if read carefully it do not demonstrate an act of gaining wrongfully any advantage for the petitioners or their company or intent to cause wrongful cause to respondent No.2/complainant, who has been duly paid amount for settlement. Above all the most aggrieved person Ms. Pinki is not the complainant in the instant FIR, who seems to have been used as a tool by the respondent No.2/company for dragging the petitioners or their company for a petty matter having total value of few thousands of rupees even if the account of Ms. Pinki is sought to be settled as an ousted employee.

41. Another issue of prime importance relates to the power of the High Court in exercising its inherent jurisdiction under Section 482 Cr.P.C.

42. In this regard, it would be apt to quote the celebrated decision of Supreme Court in ***State of Haryana v. Bhajan Lal 1992 Supp (1) SCC 335,*** wherein the scope of the High Court powers under Section 482 Cr.P.C. and/or

Article 226 of the Constitution of India to quash the FIR was considered and while referring to several judicial precedents, categorized the nature of cases, reproduced below, wherein the High Court can exercise its inherent powers under Section 482 CrPC either to prevent abuse of the process of the court, or otherwise, to secure the ends of justice:-

> *(1) Where the allegations made in the first information report or the complaint, even if they are taken at their face value and accepted in their entirety do not prima facie constitute any offence or make out a case against the accused.*
>
> *(2) Where the allegations in the first information report and other materials, if any, accompanying the FIR do not disclose a cognizable offence, justifying an investigation by police officers under Section 156(1) of the Code except under an order of a Magistrate within the purview of Section 155(2) of the Code.*
>
> *(3) Where the uncontroverted allegations made in the FIR or complaint and the evidence collected in support of the same do not disclose the commission of any offence and make out a case against the accused.*
>
> *(4) Where, the allegations in the FIR do not constitute a cognizable offence but constitute only a non-cognizable offence, no investigation is permitted by a police officer without an order of a Magistrate as contemplated under Section 155(2) of the Code.*
>
> *(5) Where the allegations made in the FIR or complaint are so absurd and inherently improbable on the basis of which no prudent person can ever reach a just conclusion that there is sufficient ground for proceeding against the accused.*
>
> *(6) Where there is an express legal bar engrafted in any of the provisions of the Code or the concerned Act (under which a criminal proceeding is instituted) to the institution and continuance of the proceedings and/or where there is a specific*

> *provision in the Code or the concerned Act, providing efficacious redress for the grievance of the aggrieved party.*
> *(7) Where a criminal proceeding is manifestly attended with mala fide and/or where the proceeding is maliciously instituted with an ulterior motive for wreaking vengeance on the accused and with a view to spite him due to private and personal grudge.*

43. In ***Gorige Pentaiah vs. State of AP & Ors. (2008) 12 SCC 531***, the Supreme Court held that the inherent powers of the High Court under Section 482 CrPC is to act ex debito justitiae to do real and substantial justice for the administration of which alone it exists, or to prevent abuse of the process of the court, to give effect to an order under the Code or to secure the ends of justice. Such inherent powers, though wide, ought to be exercised sparingly, carefully and cautiously and only when such exercise is justified by the tests specifically laid down in this Section itself.

44. In ***M/s Neeharika Infrastructure Pvt. Ltd. vs. State of Maharashtra and Ors., 2021 AIR SC 1918,*** the Supreme Court held that in cases where it is found that non-interference would result into miscarriage of justice, the High Court, in exercise of its inherent powers under Section 482 CrPC and/or Article 226 of the Constitution of India, may quash the FIR/complaint/criminal proceedings and even may stay the further investigation. It further cautioned that the Courts should be slow in interfering the criminal proceedings at the initial stage, i.e., quashing petition filed immediately after lodging the FIR/complaint and when no sufficient time is given to the police to investigate into the allegations of the FIR/complaint, which is the statutory right/duty of the police under the provisions of the Code of Criminal Procedure.

45. Coming to the case in hand, the light of such factual backdrop discussed in details none of the act as alleged by the respondent No.2/complainant directly indicate towards the petitioners or their company inasmuch as neither there is specific role attributed to any of them nor categoric detail of specific time etc., for alleged commissioning of offence, as has been mentioned in the FIR by the respondent No.2/complainant, which leaves the instant FIR as a vague, ambiguous and concocted story. Such concoction cannot be made the basis for prosecuting the petitioners as no prima facie act to any extent could be gathered from the case in hand.

46. Hence the instant FIR deserves to be quashed failing which it would definitely tantamount to an abuse of process of law.

47. In the light of above, the FIR No.160, dated 07.05.2023, under Sections 120-B, 420, 467, 468, 471 IPC, registered at Police Station Bahalgarh, District Sonipat with all subsequent proceedings arising therefrom, is hereby quashed.

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48. The facts in the instant petition are little distinct such as the petitioner namely Anshul Dhiman has not been named in the FIR neither has been made accused subsequently but for the purpose for the investigation has been served with a notice under Section 41-A Cr.P.C., calling upon him for interrogation to get information regarding the facts and incidents. In addition to the discussions made hereinabove, qua CRM-M-25279-2023, the justification for calling upon the petitioner for interrogation is to be tested for which a notice has been issued under Section 41-A. The said Section reads as under: -

"41-A. Notice of appearance before police officer.- (1) ?The police officer shall, in all cases where the arrest of a person is not required under the provisions of sub-section (1) of section 41, issue a notice directing the person against whom a reasonable complaint has been made, or credible information has been received, or a reasonable suspicion exists that he has committed a cognizable offence, to appear before him or at such other place as may be specified in the notice.
(2) Where such a notice is issued to any person, it shall be the duty of that person to comply with the terms of the notice
(3) Where such person complies and continues to comply with the notice, he shall not be arrested in respect of the offence referred to in the notice unless, for reasons to be recorded, the police officers is of the opinion that he ought to be arrested.
4{4) Where such person, at any time, fails to comply with the terms of the notice or is unwilling to identify himself, the police officer may, subject to such orders as may have been passed by a competent Court in this behalf, arrest him for the offence mentioned in the notice.}]

49. A plain reading of sub-Section (1) of Section 41-A makes it abundantly clear leaving no doubt in the mind of this Court that a person can be served with a notice where his arrest is not required but against whom a reasonable complaint has been made or credible information has been received or a reasonable suspicion exists depicting that he is involved in commissioning of cognizable offence.

50. Anshul Dhiman-petitioner has neither been arrayed as an accused therein nor reference indirectly has come qua him in any manner and in fact no suspicion has been raised even by the prosecution so far against him.

51. In the light of such backdrop of factual aspects and the fact that this Court has found no offence having been made out under Sections 120-B,

420, 467, 468, 471 IPC even against the persons named as accused in the FIR and on that account, FIR is held liable to be quashed, there is no reason before me to reject the instant petition. Hence, notice under Section 41-A Cr.P.C., dated 16.05.2023 (Annexure P-1A) is hereby quashed.

52. Both the petitions are allowed in the aforesaid terms.

(SANDEEP MOUDGIL)
JUDGE

10.07.2025
Meenu

1. Whether speaking/ reasoned : Yes /No
2. Whether reportable : Yes /No