

**240+234****IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

1) CRM-M-23767-2025
Date of decision: 29.07.2025

Mousam ChakrabortyPetitioner

Versus

State of Haryana ...Respondent

2) CRM-M-16182-2025

Sajad Ahmad BhatPetitioner

Versus

State of Haryana ...Respondent

CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR

Present: Mr. Tanvir Singh Grewal, Advocate
for the petitioner (in CRM-M-23767-2025).

Dr. Anand Duggal, Advocate
for the petitioner (in CRM-M-16182-2025).

Mr. Satbir Goripuria, DAG, Haryana.

Mr. Shobit Phutela, Advocate
for the complainant-SFIO.

Mr. Rishab Raj Jain, Advocate
with Mr. Naveen Sharma, Advocate
for the complainant-HDFC Bank.

HARPREET SINGH BRAR, J. (ORAL)

1. This common order shall dispose of the aforementioned petitions as they arise from a similar factual matrix. However, for the sake of brevity, the facts are taken from CRM-M-23767-2025.

2. The present petition is preferred under Section 483 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (hereinafter 'BNSS') seeking



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regular bail in the case stemming from FIR No.319 dated 09.11.2023 registered under Sections 420, 467, 468, 471, 511, 120-B IPC at Police Station Sector 17/18, Gurugram.

3. Briefly, the facts, as alleged, are that the FIR(supra) was lodged at the instance of Rahul Kalhans, Branch Head, HDFC Bank, Sector 18, Gurugram, an authorised complainant for the said bank. It was stated that on 26.04.2023, the said branch received an email from one Yash Aggarwal requesting some modifications in the bank guarantee, for an amount of Rs.10 crore, issued on behalf of M/s Green Gold Petro Mines Private Limited in favour of Smartpaddle Technology Pvt. Ltd. The concerned bank checked their record and found that no such bank guarantee was issued by it. It was also discovered that the document put forth by Yash Aggarwal was forged and fabricated and does not match the format/signatures of the authorised official of the said bank. As such, the accused has misused the brand name and image of the said bank, in an attempt to cause wrongful loss to it.

4. Learned counsel for the petitioner- Mousam Chakraborty, *inter alia*, contends that the forged bank guarantee was prepared by the main accused Purshottam Hunsungi, Managing Director of M/s Green Gold Petro Mines Pvt. Ltd.. He suffered a disclosure statement dated 16.07.2024 wherein he stated that one Suresh Babu, a resident of Coimbatore, Tamil Nadu, had forged bank guarantee for him. The petitioner- Mousam Chakraborty was asked by one Prakash to send the said bank guarantee to Sajad Ahmad Bhatt, the previous branch manager. The bank guarantee was forwarded to him on his email ID- 'sudip.naskar00011@gmail.com,' which he forwarded to Sajad Ahmad Bhatt.



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No other overt act has been attributed to the petitioner. The petitioner had no knowledge of the forged nature of the bank guarantee and has been falsely implicated in FIR(supra). Further still, no financial loss has been caused to the complainant bank due to any actions attributable to the petitioner. Lastly, the petitioner was arrested in contravention of the procedure prescribed under Section 35 of the BNSS (*erstwhile Sections 41 and 41-A Cr.P.C.*) as no notice was served to him. Lastly, the final report under Section 193 BNSS (*erstwhile Section 173 Cr.P.C.*) already stands presented against petitioner- Mousam Chakraborty, as such, no useful purpose will be served by keeping him in custody.

5. Learned counsel for the petitioner- Sajad Ahmad Bhatt contends that no direct or indirect role has been attributed to the petitioner in preparing the forged bank guarantee. The only allegation in the final report is that the petitioner used his coworker's laptop and email account to send the forged bank guarantee from the said bank to the beneficiary. However, learned counsel draws the attention of this Court to the auto-generated noting on the said email that reads as follows:

“Note:- This email message originates from outside HDFC Bank. Please be extra vigilant before you click on the link, open attachment, or reply.”

He further submits that the petitioner- Sajad Ahmad Bhatt joined the said branch on 10.04.2023 but the then Branch Manager- Kavita Singh did not hand over the charge. In fact, in 10 days of joining, the petitioner has been roped in the FIR(supra) and made a scapegoat to settle professional vendettas. The petitioner received an email on 25.04.2023 from 'sudip.naskar00011@gmail.com' containing the forged bank guarantee, which



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he forwarded to his subordinate- Alok Yadav for verification. Thereafter, on 28.04.2023, another email was received from Yash Aggarwal through the email ID- 'yash.agarwal@bizongo.com' requesting confirmation of the said bank guarantee. The petitioner forwarded the same to his seniors including Shweta Kapoor, Cluster Head, remarking that the same was not issued by the said branch. In fact, the petitioner himself reported the matter to the audit and vigilance department of the HDFC Bank. On conclusion of the departmental inquiry, the complainant lodged two complaints, both dated 29.05.2023, in violation of the procedure prescribed under Section 219 Cr.P.C. and the law down by the Hon'ble Supreme Court passed in ***T.T. Antony Vs. State of Kerala 2001(3) RCR (Criminal) 436***. Additionally, no specific allegations have been leveled against the petitioner therein. Further, the entire case of the prosecution is based upon the documentary evidence.

6. Lastly, the petitioner- Sajad Ahmad has undergone a custody of 11 months and 16 days, whereas, petitioner- Mousam Chakraborty has undergone custody of 06 months and 29 days and till date, not even a single witness has been examined, out of total 13 prosecution witnesses.

7. *Per contra*, learned State counsel has filed respective custody certificates of the petitioners in the Court today, which are taken on record. Assisted by learned counsel for the complainant, learned State counsel opposes the grant of regular bail to the petitioners on the ground that the bail application of the Managing Director, M/s Green Gold Petrol Mines Private Limited, the company that had issued the fake Bank Guarantee, was dismissed by a Coordinate Bench of this Court on 14.02.2025. He further informs the Court



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that his bail application is currently pending before the Hon'ble Supreme Court. Further still, a Coordinate Bench of this Court has denied the concession of bail to petitioner- Sajad Ahmad Bhatt in another FIR. Both the petitioners are involved in other cases and the complicity of petitioner- Sajad Ahmad Bhatt is duly proved in FIR(supra). Moreover, the investigation *qua* three co-accused is still pending and as such, they may not be granted any relief.

8. Having heard learned counsel for the parties and after perusing the record of the case, it transpires that the petitioners namely Mousam Chakraborty and Sajad Ahmad Bhat, are behind the bars since 30.12.2024 and 13.08.2024, respectively. The investigation stands completed and the final report under Section 193 BNSS (*erstwhile Section 173 Cr.P.C*) was presented before the concerned Court. However, the trial of the case has not made much progress as out of 13 prosecution witnesses, none has been examined so far. The culpability of the petitioners, if any, would be determined at the time of trial. No useful purpose shall be served by further detention of the accused/petitioners.

9. It is trite law that the matter of bail must be decided *qua* each accused individually, based on the specific role attributed to them. Reliance in this regard is placed on the judgment rendered by a two Judge bench in ***Prahlad Singh Bhati vs. NCT, Delhi and another (2001) 4 SCC 280***, where in speaking through Justice R.P. Sethi, the following was opined:

*“8. The jurisdiction to grant bail has to be exercised on the basis of well settled principles **having regard to the circumstances of each case** and not in an arbitrary manner. **While granting the bail, the Court has to keep in mind the nature of accusations, the nature of evidence in support thereof, the severity of the***



punishment which conviction will entail, the character, behaviour, means and standing of the accused, circumstances which are peculiar to the accused, reasonable possibility of securing the presence of the accused at the trial, reasonable apprehension of the witnesses being tampered with, the larger interests of the public or State and similar other considerations.

It has also to be kept in mind that for the purposes of granting the bail the Legislature has used the words "reasonable grounds for believing" instead of "the evidence" which means the Court dealing with the grant of bail can only satisfy it as to whether there is a genuine case against the accused and that the prosecution will be able to produce prima facie evidence in support of the charge. It is not excepted, at this stage, to have the evidence establishing the guilt of the accused beyond reasonable doubt."

10. Detaining the petitioners any further, without the prospect of the trial being concluded within reasonable dispatch, would be violative of their rights under Article 21 of the Constitution of India. Moreover, a two Judge Bench of Hon'ble Supreme Court in ***Satender Kumar Antil vs. CBI (2022) 10 SCC 51***, has made the following observations with respect to the prevailing conditions of undertrial prisoner in India:

"6. Jails in India are flooded with undertrial prisoners. The statistics placed before us would indicate that more than 2/3rd of the inmates of the prisons constitute undertrial prisoners. Of this category of prisoners, majority may not even be required to be arrested despite registration of a cognizable offence, being charged with offences punishable for seven years or less. They are not only poor and illiterate but also would include women. Thus, there is a culture of offence being inherited by many of them. As observed by this Court, it certainly exhibits the mindset, a vestige of colonial India, on the part of the investigating agency, notwithstanding the fact arrest is a draconian measure



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resulting in curtailment of liberty, and thus to be used sparingly. In a democracy, there can never be an impression that it is a police State as both are conceptually opposite to each other.”

11. The Hon’ble Supreme Court of India in ***Prabhakar Tewari Vs. State of U.P. and another 2020 (1) R.C.R. (Criminal 831)*** and ***Maulana Mohd. Amir Rashadi Vs. State of U.P. and Another, 2012 (2) SCC 382***, has held that involvement of an accused in other cases would not be a ground to deny him the concession of regular bail.

12. In view of the discussion above, the both the abovementioned petitions are allowed. Accordingly, the petitioners, namely, Mousam Chakraborty and Sajad Ahmad Bhat, are ordered to be released on regular bail during trial on their furnishing bail bonds/surety bonds to the satisfaction of Illaqa Magistrate/Trial Court.

13. Nothing observed hereinabove shall be construed as expression of an opinion by this Court on merits of the case lest it may prejudice the trial. The learned trial Court shall proceed with the case on its own merits, without being influenced by anything observed in this order.

14. A photo copy of this order be placed on the file of connected case.

(HARPREET SINGH BRAR)
JUDGE

29.07.2025
Neha

Whether speaking/reasoned	:	Yes/No
Whether reportable	:	Yes/No