



CRM-M-37669-2025 (O&M)

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IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

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CRM-M-37669-2025 (O&M)
Reserved on : 29.08.2025
Pronounced on : 16.09.2025

Vijay

..... Petitioner

VERSUS

State of Haryana

..... Respondent

CORAM: HON'BLE MR. JUSTICE SURYA PARTAP SINGH

Argued by: Dr. Anmol Rattan Sidhu, Sr. Advocate with
Mr. Arpandeeep Naruala, Advocate and
Mr. Piyush Mittal, Advocate for the petitioner.

Mr. Vikas Bhardwaj, AAG Haryana.

Mr. Kunal Dawar, Advocate for the complainant
and Mr. Rohit Rana, Advocate.
(through hybrid mode)

SURYA PARTAP SINGH, J.

1. For the commission of offence punishable under Sections 406, 420, 467, 468, 471 and 120B of the Indian Penal Code, the FIR No.363 dated 20.06.2025 has been lodged in Police Station Samalkha, District Panipat. Since the petitioner is apprehending arrest in the abovementioned case, and his application for anticipatory bail has been dismissed by the learned Additional Sessions Judge Panipat vide order dated 07.07.2025, the petitioner is seeking for anticipatory bail, by virtue of present petition. The petitioner is claiming the abovesaid concession by invoking the provisions



enshrined under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023.

2. Succinctly, the background of the case emanating from record is that the FIR in this case came into being in view of a complaint moved by the complainant, namely Ritesh Kumar, hereinafter being referred to as ‘complainant’ only. In the abovementioned complaint, the complainant has alleged that he has been defrauded by the petitioner and other co-accused, by making false claims and using forged documents, i.e. a fake letter head and thus, money of complainant has been grabbed.

3. According to the complainant, Lacchiram Verma was previously known to him, and that in August, 2022, Lacchiram Verma told him that Anand Pal, and his co-accused, namely Vijay Rathi (petitioner), Manoj Kumar and Narender Chaudhary were the license-holder for mining of sand in Yamuna river for the last many years. As per complainant, Lacchiram Verma also told that Vijay Rathi (petitioner) & others were not having sufficient financial resources to meet the expenses and therefore, they were looking for partner in the auction of mining lease. As per complainant, Lacchiram Verma offered partnership to the complainant, and therefore, the complainant spoke to his partners, namely Kuldeep & Ravinder and thereafter, conveyed to Lacchiram Verma that they were willing for mining work in Yamuna river as suggested by him.

4. It was further alleged by the complainant that at the time of filing of application for online bidding regarding mining sand in Yamuna

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River in Village Chhaproli, District Baghpat, an online application was submitted by the complainant and when Anand Pal and other accused came to know about the abovesaid application, they approached the complainant at Panipat and proposed that instead of going for separate bidding, they should work as partners. As per complainant, the bid was made on 23.12.2022 and on that day, accused Anand Pal showed a document to the complainant and his partners Kuldeep and Ravinder, with regard to participation of Manoj Kumar in that bid and informed the complainant and his partners, that Manoj Kumar was the proprietor of 'M/s Royal Construction Company'.

5. According to complainant, it was also told that another company, i.e. 'Apollo Company', which was closed in the year 2018, had a valid environmental clearance and since both the firms belonged to Manoj Kumar, the environmental clearance of 'Apollo Company' would be transferred to 'M/s Royal Construction Company' and it would be done without any delay, which would expedite the resumption of mining work. As per complainant, they were told that they would secure auction in the next two bids at 'Badarkha' and 'Gauripur', District Baghpat, and that they would be working as a group with 15% share of the complainant in the mining business.

6. The complainant also alleged that finding the proposal lucrative, as it would have reduced expenses, he accepted the proposal and in the abovementioned circumstances the bid for sand mines of 'Chhaproli' was released in the name of M/s Royal Construction Company. According to



complainant, he was asked to deposit Rs.50,000/- in the name of Consultant Yashbir Singh on 29.01.2023, for transfer of environmental clearance certificate, and thereafter, Manoj Kumar, Anand Pal, Vijay Rathi (petitioner) and Narender told them that for want of legal partnership of the complainant in 'M/s Royal Construction Company', the money could not have been transferred from the account of complainant and therefore, the complainant was advised to transfer 15% share in 'Chhaproli Mine' worth Rs.16,52,400/- and 15% share in 'Kotna Mine' worth Rs.25,10,494/- into the account of Manoj Kumar's another firm, namely 'Manoj Kumar Contractor'. As per complainant, having faith and trust in the accused, they followed the instructions and the money was duly transferred into the account of firm, namely 'Manoj Kumar Contractor'. It was further stated by the complainant that they were offered partnership in the stocks to be maintained in the wake of ensuing monsoon season and for that purpose, a sum of Rs.14,00,000/-, in cash, was paid by them, as it was told by the accused that they had already spent a sum of Rs.1.50 crores in seeking permission and also towards maintaining stock, construction of roads, entering contract with farmers and setting up other infrastructure. As per complainant, they had paid Rs.14,00,000/- in cash to become member in the stock also.

7. In addition to above, the complainant also stated that the accused Manoj demanded more money from them, on the pretext that the cost of environmental clearance would be Rs.45,00,000/-. As per complainant at that juncture, he (complainant) asked for written agreement and for that purpose, Manoj Kumar called the complainant to his residence



in JP Green Society at Noida. According to complainant, there it was told by the accused Manoj Kumar that his money had stuck in another business and therefore, he was in need of money to secure environmental clearance. According to complainant, in view of above demand, a sum of Rs.40,00,000/- was transferred by him in the account of Manoj Kumar's firm, i.e. 'Manoj Kumar Contractor' on 21.02.2023. As per complainant, despite abovesaid payment, written agreement was not executed and therefore, he insisted again and pressed hard for the agreement, which was got drafted by the accused Vijay Rathi (petitioner) and thereafter all the accused came to Panipat and a written agreement was signed by the complainant on one side, and Manoj Kumar, Anand Pal and Vijay Rathi (petitioner) on other side. According to complainant, on 21.03.2023, the agreement, which was duly signed by the accused, could not be got attested from Notary as on the day of execution of agreement, Manoj Kumar was in a hurry and therefore, it was got attested subsequently, i.e. on 06.03.2024.

8. As per complainant, later-on, i.e. on 04.04.2023, on the call of Manoj Kumar, they transferred Rs.10 lacs in the account of Manoj Kumar's firm, 'Manoj Kumar Contractor' and in addition to above handed over Rs.20 lacs, in cash, at his Noida's flat. According to complainant, at that point of time, Manoj Kumar had assured that the mining work would start soon. The complainant further stated that Manoj Kumar had requested to transfer Rs.20 lacs to his firm, namely 'Manoj Kumar Contractor' and assured that he would return the abovesaid amount to the complainant in cash. According to complainant, believing the abovementioned words of accused Manoj Kumar,



they further transferred Rs.20 lacs into the account of the firm, namely 'Manoj Kumar Contractor' on 10.04.2023, but Manoj Kumar did not return the cash amount and thereafter, started ignoring their calls.

9. It was further alleged by the complainant that due to abovementioned changed behaviour of Manoj Kumar, they got suspicious and therefore, made enquiries about 'M/s Royal Construction Company' from GST Department, where they came to know that the firm 'M/s Royal Construction Company' was registered in the name of Mr. Dayachand Badgodi and not the accused Manoj Kumar. According to complainant, the accused Manoj Kumar, Anand Pal, Vijay Rathi (petitioner) and Narender Chaudhary had entered into a conspiracy to defraud the complainant and for that purpose, they had fraudulently claimed themselves to be the owner of the firm 'M/s Royal Construction Company' by preparing a fake letter head of the said firm and depicting therein 'Manoj Kumar' as proprietor thereof. The complainant further alleged that the agreement for sharing the mines was also fraudulently executed to usurp the money of complainant and this way, all the accused, including the petitioner, committed the abovementioned offence.

10. Heard.

11. It has been argued by learned counsel for the petitioner that the petitioner is innocent, and a victim of framing of a false case lodged at the instance of complainant party. According to learned counsel for the petitioner, the complaint is mala fide and hit by limitation as with regard to



alleged transaction in the year 2023, last transaction being 10.04.2023, the complaint was filed on 01.04.2025, i.e. after a gap of almost 2 years. As per learned counsel for the petitioner, the abovementioned delay in lodging the complaint itself makes it abundantly clear that this is an afterthought step taken by the complainant, and a measure adopted by the complainant to arm-twist the petitioner and his business partners.

12. According to learned counsel for the petitioner, the petitioner has not been alleged to have signed the agreement as a party, and that the alleged agreement was notarized after a gap of almost one year from the date of execution of agreement which shows a clear afterthought and civil dispute between the parties. As per learned counsel for the petitioner, the petitioner has not been specifically alleged to have made any kind of representations to the complainant for inducing them.

13. The learned counsel for the petitioner has further argued that in the present case, the claim of the complainant is that on enquiry from GST Department, it was revealed that the proprietor of firm 'M/s Royal Construction Company' is Mr. Dayachand Badgodi, and not Manoj Kumar. According to learned counsel for the petitioner, once in the record of GST Department Mr. Dayachand Badgodi was recorded as proprietor of 'M/s Royal Construction Company', it was expected from the complainant that before entering into agreement with 'M/s Royal Construction Company' or Manoj Kumar, they should have made enquiries from the abovementioned Department. As per learned counsel for the petitioner, it fails to convince a



prudent mind that for more than a year, without any enquiries from concerned authorities, huge amount would have been paid by the complainant to the petitioner and his business partners.

14. It has also been argued by learned counsel for the petitioner that the entire transaction was commercial in nature and therefore, is civil in nature and the basic ingredients of the criminal offences are not fulfilled. As per learned counsel for the petitioner, complainant willingly participated in a business venture after repeated negotiations and voluntarily transferred funds to firms related to Manoj Kumar over a span of months, and that there is no entrustment of any money to the petitioner and no criminal intent on his part. He further argued that earlier an enquiry was conducted by the Economic Offences Wing, Panipat and it was categorically concluded that no criminal offence was made out against the petitioner. It has been further argued by learned counsel for the petitioner that otherwise also there is no attribution to the petitioner that any money was paid to the petitioner and therefore, the petitioner should not have been arrayed as an accused in the present case.

15. In addition to above, it has also been argued by learned counsel for the petitioner that there is ample documentary evidence showing number of transactions between the firms of Manoj Kumar and the firms of complainant, and that in fact, there is a dispute between the parties with regard to settlement of accounts, and that in order to pressurize the petitioner, and arm-twist the petitioner & his business partners, a false story



with regard to creation of false document and alleged fraud has been cooked-up. According to learned counsel for the petitioner, since dispute between the parties is with regard to accounting and payment of money, i.e. of civil nature, and otherwise also, the entire evidence to be collected by the investigating agency is documentary in nature, custodial interrogation of the petitioner is not required and therefore, the petitioner is entitled for the benefit of anticipatory bail.

16. The abovementioned arguments of learned counsel for the petitioner have been controverted by learned State Counsel, being assisted by learned counsel for the respondent No.2. Written reply, too, has been placed on record by the State. As per learned State Counsel, the investigation of the present case has been conducted by ASI Samunder, Police Post Samalkha, District Panipat, and that he analyzed all the relevant documents and found that accused Manoj Kumar had wrongly projected himself to be the proprietor of 'M/s Royal Construction Company', and that under false pretext he entered into a partnership agreement, dated 21.03.2023, with the complainant.

17. As per learned State Counsel, the accused Vijay Rathi (petitioner) was a witness to the abovementioned agreement and that the account books (ledger) of the accused have also been examined by the above-named ASI and that he has found that a sum of Rs.1,12,12,988/-, of the complainant, is due towards Manoj Kumar, the alleged proprietor of 'M/s Royal Construction Company'. According to learned State Counsel,



after the abovementioned initial investigation, the case has been transferred to CIA Panipat on 30.06.2025, and that during the course of investigation by CIA, bank statements of the accounts belonging to the complainant have been secured and thereafter, the copy of Letter of Intent, copy of Letter of Authorization submitted by 'M/s Royal Construction Company' in the office of Mining Department have been collected, by the Investigating Officer.

18. According to learned State Counsel, the abovementioned documents reveals that proprietor of 'M/s Royal Construction Company', namely Dayachand Badgodi, had authorized the accused Anand Pal (petitioner) to sign, submit and receive all necessary documents, deeds of agreement, undertakings, affidavits, correspondence etc. with the Mining Department, Government and other authorities, Banks and GST Office. As per learned State Counsel, during the course of investigation, the Investigating Officer has also collected a Letter of Intent from the complainant, which was forged by depicting Manoj Kumar as proprietor of 'M/s Royal Construction Company'.

19. It has been further argued by learned State Counsel, being assisted by learned counsel for the respondent No.2, that the accused Manoj Kumar had falsely portrayed himself to be a partner of 'M/s Royal Construction Company', and thus, he was successful in winning over the confidence of complainant, who paid money to the accused Manoj Kumar and his firm. As per learned State Counsel, this way, the petitioner and his co-accused have caused wrongful loss to the complainant and his business



partners. According to learned State Counsel, huge amount is due towards the petitioner & his co-accused and that for the purpose of digging out truth behind the creation of false documents, custodial interrogation of the petitioner and his co-accused is of utmost importance. In addition to above, learned State Counsel has also contended that the request of petitioner for anticipatory bail is devoid of merit.

20. The record has been perused carefully and the arguments, addressed on behalf of both the parties, have been thoroughly considered.

21. In the present case, if the factual matrix is analyzed, it transpires that:

- ‘(i) there is no dispute qua the fact that the complainant and the accused, both, were involved in mining business. The complainant and his business partners were doing business in the territory of Haryana, whereas the accused and his partners were doing the same business on another bank of Yamuna River in District Baghpat, Uttar Pradesh.
- (ii) there was an agreement with regard to joint business of complainant and accused and for that purpose, complainant had invested money, and duly transferred the amount in the account of the firm of accused Manoj Kumar.
- (iii) it is also an undisputed fact that the proprietor of ‘M/s Royal Construction Company’, as per GST record, is Dayachand Badgodi.’

22. In the present case, one of the significant fact to be noted is that as per evidence collected by the Investigating Officer, the accused Anand



Pal was authorized by the proprietor of 'M/s Royal Construction Company', namely Dayachand Badgodi, to sign, submit and receive all necessary documents, deeds for agreement, undertakings, affidavits, correspondence etc. with the Mining Department, Bank, GST Office and Government authorities. The abovementioned fact dugged out by the Investigating Officer makes it abundantly clear that the accused Anand Pal was having the absolute command and control over the business of 'M/s Royal Construction Company', being authorized representative of its proprietor Mr. Dayachand Badgodi. If that was a situation, the question arises that what was the need for the accused to falsely project Manoj Kumar as proprietor of 'M/s Royal Construction Company'. However, no reasonable explanation for the same has been furnished. Since the business of 'M/s Royal Construction Company' was in the command and control of Anand Pal, he was in a position to enter into all types of business deals/agreements on behalf of 'M/s Royal Construction Company', and thus, there was no need to falsely project Manoj as proprietor of 'M/s Royal Construction Company'. The abovementioned fact raises a reasonable doubt with regard to claim of the complainant.

23. In addition to above, this fact cannot be ignored that on the face of it, the contents of complaint, vis-à-vis, reply submitted by the State makes it clear that the complainant and accused, who were doing business in partnership, under an understanding, have a dispute with regard to settlement of account and payment of liabilities to each other. The abovesaid dispute is essentially a dispute of civil nature and this contention of learned counsel for



the petitioner cannot be brushed aside that a civil dispute has been given the colour of criminal nature.

24. Be that as it may, one of the most significant fact to be taken into consideration is that the entire evidence, which is supposed to be collected by the investigating agency, is documentary in nature and as per reply submitted by the investigating agency, such documents have already been collected by the investigating agency. For the sake of arguments, even if some document is left to be recovered, that can be done in future during the course of investigation, by issuing a direction to the petitioner to cooperate in the investigation.

25. In the present case, one of the relevant aspects to be taken into consideration is that the FIR has been lodged for the commission of an offence, which is triable by the Court of Judicial Magistrate and there is nothing on record to show that denial of custodial interrogation to the investigating agency will cause any harm to the investigation of the present case.

26. With regard to fact situation which has cropped-up in the present case, it is relevant to mention that the Hon'ble Supreme Court of India in the case of '*Vesa Holding Vs. State of Kerala, 2015 8 SCC 293*', has observed that every breach of contract would not give rise to an offence of cheating. According to Hon'ble Supreme Court of India, the breach of contract would amount to cheating only where there is any deception, played at the very inception.



27. With regard to plea, taken by the accused while seeking for concession of anticipatory bail, the observations made in the case of '*Ravinder Saxena Vs. State of Rajasthan, reported in 2010 1 SCC 684*' are also relevant. In the abovementioned case, it has been ruled by the Hon'ble Supreme Court of India that the defence put forward by the accused cannot be obliterated at the stage of anticipatory bail, and that, if the dispute is purely of civil nature, that cannot be given a colour of criminal case.

28. In *CRM-M-52617-2022*, titled as '*Deepak Daggar & Ors. Vs. State of Haryana & Anr.*', this Court has observed that every breach of contract cannot give rise to criminal offence and that many a times, several transactions may not contain ingredients of criminal offence. It has been held in the abovementioned case that in such cases, even the FIR can be quashed.

29. In the present case, it is relevant to mention here that one of the dimension of the arguments of learned counsel for the petitioner has been that the enquiry, which led to registration of FIR in Police Station Samalkha, is the second enquiry and that in the earlier enquiry, conducted in Police Station Chandni Bagh, no criminality against the actions of petitioner had been established. In this regard, the observations made by this Court in *CRM-M-5292-2024*, titled as '*Surinder Kumar & Ors. Vs. State of Punjab & Ors.*', are relevant, wherein it has been observed that repeated enquiries in the same issues are not permissible.



30. The Hon'ble Supreme Court of India in *Criminal Appeal No.2963 of 2025*, titled as '*Shailesh Kumar Singh @Shailesh R. Singh Vs. State of Uttar Pradesh & Ors.*', has held that to constitute an offence of cheating, there has to be something more than *prima facie* case on record, indicating that intention of the accused was to cheat the complainant right from the inception.

31. On the touchstone of abovementioned legal propositions, if the facts and circumstances of the present case are analyzed, it transpires that in the present case, there were multiple transactions with regard to payment of money between the complainant & the accused, and the dispute between the parties seems to be of accounting which is purely a dispute of civil nature. As already observed above, the denial of permission of custodial interrogation of the petitioner, to the investigating agency, will not cause any harm to the process of investigation in the present case, and therefore, without commenting anything on the merits of the case, it is hereby held that the present petition deserves to be allowed. Hence, the petitioner is hereby held entitled for the benefit of anticipatory bail, subject to the following conditions:

- a) that the petitioner shall join the investigation as and when required by the investigating agency;
- b) that he will not left the country without prior permission of the Court;
- c) that he will not influence the witness or interfere in the process of collection of evidence by the investigating agency; and



d) that he will abide by the conditions as specified under Section 482(2) of the BNSS.

32. In terms of abovementioned conditions, the present petition stands allowed, accordingly, with a direction that in the event of his arrest, the petitioner shall be released on interim anticipatory bail on furnishing bonds to the satisfaction of Arresting Officer.

33. Pending miscellaneous application(s), if any, shall also stand disposed of.

(SURYA PARTAP SINGH)
JUDGE

SEPTEMBER 16, 2025
Gaurav Thakur

Whether speaking / reasoned	Yes/No
Whether Reportable	Yes/No