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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ BAIL APPLN. 2596/2025 025 and CRL.M.A. 25617/2025 & CRL.M.A. 25618/2025

SUMANT BATRA .....Petitioner

Through: Mr. Madhav K. Sareen, Mr. Raunak Wahi, Mr. Vinay Sehrawat and Mr.R.P. Singh, Advocates.

versus

STATE NCT OF DELHI .....Respondent

Through: Ms. Priyanka Dalal, APP for the State.
Mr. Vikas Pahwa, Senior Advocate with Mr. Sajaal Dhamija, Mr. Prince Assal and Mr. Deepak Kapoor, Advocates.

CORAM:
HON'BLE MR. JUSTICE ARUN MONGA

O R D E R

% **28.08.2025**

1. The applicant is before this Court having remained under incarceration since 07.11.2024, for a period of 9 months and 21 days, seeking indulgence of this Court for grant of bail during pendency of the trial in the criminal proceedings arising out of FIR No. 173/2024 dated 25.04.2024, for alleged offences under Sections 420/34 of the IPC registered at P.S. Greater Kailash, Delhi. The chargesheet has been filed under Sections 406/420/34 of the IPC.

2. Briefly speaking, per FIR, the case set up by the

prosecution/complainant is that the complainant, Rajender Sharda, Director of Sheesh Mahal Properties Pvt. Ltd. and Karta of Rajinder Sharda & Sons HUF, stated that the accused persons – BEE KBEE Prints Pvt. Ltd., its directors (Surender Kumar Batra, Rajan Batra, Veena Batra, Neeraj Batra, Aman Batra), and S.A.F. Impex (partners Sumant Batra and Aman Batra) approached him between 2017 and 2019 seeking financial assistance due to alleged financial crisis. Relying on long-standing family relations, the complainant advanced loans totaling ₹60,00,000/- through company and HUF accounts.

2.1 To repay the said amount, the accused issued three cheques – ₹27,00,000/- (BEE KBEE Prints Pvt. Ltd.), ₹8,00,000/- and ₹25,00,000/- (S.A.F. Impex). On presentation in September 2023, all cheques were dishonoured with the remarks "Exceeds arrangement." Upon inquiry, it was revealed that the accounts were already classified as Non-Performing Assets (NPA) at the time of issuance.

2.2 The complainant alleges that the accused knowingly and deliberately issued cheques from NPA accounts with dishonest intention to cheat and gain wrongful advantage. Despite repeated demands, no payment was made.

3. In the aforesaid backdrop, I have heard the rival contentions and perused the case file.

4. Learned counsel for the applicant would argue on lines of grounds pleaded in the petition *inter alia* urging as below:-

4.1 That the Applicant/Accused has been falsely implicated in the FIR by the complainant with an intention to harass him and extract undue monetary advantage. He has no role in the alleged offence.

4.2 That the Applicant/Accused was arrested on 05.11.2024 and has been in judicial custody since 07.11.2024. The investigation concerning him is complete, and the prosecution has filed a supplementary charge sheet, attributing no role to him. No incriminating material was recovered from him except a disclosure statement.

4.3 That the cheque issued by M/s Bee K Bee Pvt. Ltd. has no connection with the Applicant/Accused, who ceased to be a director w.e.f. 31.10.2021, i.e., prior to the alleged issuance of cheque no. 968098 in 2023.

4.4 That the cheques belonging to M/s SAF IMPEX bearing nos. 355941 and 01024601 were issued as security against financial aid provided by the complainant's firm. At the time of availing the financial aid in 2018 and 2019, undated cheques were handed over to the complainant by co-accused Aman Batra on behalf of the partnership firm. These cheques were never intended as instruments of cheating.

4.5 That on 07.03.2020, the partnership firm transferred Rs. 10,00,000/- to the complainant's account towards repayment, and regular interest was also paid, as corroborated by bank statements and ledger records.

4.6 Thar the Applicant/Accused submits that the two cheques allegedly issued on 18.09.2023, for amounts of Rs. 8,00,000/- and Rs. 25,00,000/-, were never intended to defraud the complainant, but were given purely as security instruments in connection with the financial aid extended to the firm of the Applicant/Accused. Specifically, Rs. 8,00,000/- was provided to the firm in 2018, and cheque no. 355941 was handed over at that time for the purpose of securing the financial assistance.

4.7 Similarly, Rs. 25,00,000/- was extended in 2019, and cheque no. 01024601 was given to the complainant as security in relation to that transaction. The amounts reflected on both cheques exactly correspond to the amounts of financial aid granted at the respective times, demonstrating that these cheques were linked to bona fide business transactions and not to any fraudulent intent.

4.8 Furthermore, it is evident that the total pending liability of the firm at the relevant time was less than the total sum reflected on the dishonoured cheques, which further corroborates that these cheques were provided solely as security and not in discharge of any additional or wrongful liability. *Prima facie*, it is therefore improbable that these cheques were issued to cheat the complainant, and the facts clearly show that the transactions were commercial in nature, involving regular part payments, interest payments, and repayment of Rs. 10,00,000/-, which demonstrate that the firm's dealings were transparent and legitimate, and that the Applicant/Accused had no fraudulent or dishonest intention.

4.9 That the Cheque no. 355941 was issued in 2018 and cheque no. 01024601 in 2019, each corresponding to the times when the firm received financial aid for the first and second occasions, respectively. Both cheques were handed over solely as security for the financial assistance provided, as corroborated by other cheques from the same accounts being used for legitimate business transactions in the corresponding years. The series of cheques clearly establishes that there was no intent to cheat or defraud, and the transactions were purely of a civil and commercial nature.

4.10 The Applicant has deep social ties and is not a flight risk. The allegations are baseless as there was no fraudulent intent from the start, which is essential to constitute cheating under Section 420 IPC. His firm made regular interest payments, part repayments, TDS deductions, and even repaid ₹10,00,000/–, proving the absence of mala fide intention.

4.11 That the Applicant/Accused undertakes that he will not tamper with evidence or influence any witnesses. He further undertakes not to abscond and to attend all hearings as directed by this Court. The Applicant/Accused make himself available for any further investigation as required by the Investigating Officer or police and undertakes not to directly or indirectly induce, threaten, or influence any person acquainted with the facts of the case.

4.12 That the alleged evidence in the FIR is primarily documentary in nature and beyond the reach of the Applicant/Accused. Therefore, there is no risk of tampering with evidence or influencing witnesses. The Applicant/Accused undertakes to abide by any terms and conditions that this Court may impose while granting bail.

5. Opposing the above submissions, the learned APP for the State argues that the applicant is not entitled to any relief at this stage, as there remains a genuine risk of him absconding or tampering with the evidence.

6. Having heard, case set up by the applicant per arguments of his learned counsel is that he is falsely implicated in the FIR, claiming no role in the alleged offence and no incriminating material except a disclosure statement. He ceased to be a director of M/s Bee K Bee Pvt. Ltd. in 2021, prior to the issuance of the cheque linked to the case. The disputed cheques of M/s SAF IMPEX were given as security for financial aid in 2018 and 2019 by a co-accused, not as instruments of cheating. Payments of ₹10,00,000/- and regular interest were made, supported by bank records. The cheques' amounts match the financial aid provided, showing no fraudulent intent; transactions were commercial in nature with part repayments and TDS deductions. There may be substance in these

arguments but all that is a matter of trial.

7. I am of the view that it is a case for bail during the pendency of the trial. Let us see how.

8. The applicant has already remained in custody for approximately 9 months, and the trial is moving at a snail's pace. This prolonged pre-trial detention, coupled with the slow progress of proceedings, are contributory factors in favour of granting bail.

9. Further incarceration would serve no useful purpose, as the trial is unlikely to conclude in the near future, and continued detention would amount to punitive confinement before conviction, contrary to the settled principle that bail is the rule and jail the exception, especially when the applicant is neither a flight risk nor a threat to the fairness of the trial.

10. As regards the apprehension of tampering with evidence, it is pertinent to note that the material evidence has already been seized and is securely in the custody of the prosecution, rendering such apprehension illusory. One of the primary objects of bail is merely to secure the presence of the accused during trial. The applicant has been in custody since 07.11.2024, has cooperated throughout the investigation, and there is nothing to suggest that he would abscond, interfere with evidence, or influence witnesses. He has deep roots in society and no criminal antecedents. The Applicant/Accused is a permanent resident of NCR, has been residing here for many years along with his wife and two children, and has deep societal roots, ensuring no likelihood of fleeing from justice.

11. Taking a wholesome view i.e. the applicant, has been in custody since 07.11.2024, the investigation against him is complete, and the supplementary charge sheet does not attribute any role to him. No

incriminating material was recovered from him except a disclosure statement, the instant application deserves to be allowed.

12. Accordingly, applicant is directed to be released on bail on furnishing of bail bond and surety to the satisfaction of the learned Trial Judge/Duty Judge as the case may be and subject to the usual conditions to be imposed by the learned trial Judge/Duty Judge.

13. Nothing observed herein above shall amount to an expression on the merits of the case and shall not have a bearing on the trial of the case as the same is only for the purpose of the disposing of the present bail application.

14. Accordingly, the bail application stands disposed of.

ARUN MONGA, J

AUGUST 28, 2025
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