105 IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM-M-54982-2025
Date of decision: 25.02.2026

QSA Industries Pvt. Ltd .....Petitioner

versus

State of Haryana and another ..... Respondents

CORAM : HON'BLE MR. JUSTICE RAJESH BHARDWAJ

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Present :- Mr. Namit Khurana, Advocate
for the petitioner.

Mr. Sumit Jain, Addl. AG, Haryana.

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RAJESH BHARDWAJ, J.

1. Petitioner has approached this Court praying for cancellation of anticipatory bail granted to respondent No.2 namely, Sachin Aggarwal, by the learned Additional Sessions Judge, Karnal vide order dated 21.08.2025 in case FIR No.425 dated 25.11.2024, under Sections 408, 420, 466, 468, 471, 120-B of IPC, registered at Police Station Kunjpura, District Karnal, Haryana.

2. Succinctly facts of the case are that the petitioner/complainant lodged the FIR against Sachin Aggarwal (respondent No.2) and co-accused. It was alleged that he and Jitesh were working in QSA Industries Private Limited, Karnal, whose Managing Director was Razak Baral. It was alleged that their Company manufactured poultry feed for which they purchased various types of raw materials including maize from the market. It was also alleged that accused Nitin Sharma has been associated with their Company since the year 2018 and for the last 02 years, he was working as a Purchase

Executive. In August, 2023, Nitin Sharma committed cheating and theft of Rs.15,00,000/- with their Company. When the Company came to know about this, accused-Nitin Sharma, apologized and requested them not to fire him and promised to pay Rs.7,00,000/- by way of Rs.10,000/- from his monthly salary. On his promise, the Company forgave him and gave him a chance to work again. Thus, by the end of August, 2023, he again joined the Company. In September, 2024, they came to know that some irregularities were going on related to the purchase. During investigation, it was found that Nitin Sharma had made entry of some vehicles of maize in the Company's record which were never brought in the notice of the said Company nor their goods were unloaded. On questioning, Nitin Sharma accepted that he had registered total 10 such vehicles in the company's record, out of which, payment of 09 vehicles have been made, whose total amount is about Rs.80,31,236/-. On further investigation, it came to know that Sachin Kumar and other persons were also involved in the said fraud/theft (along with Nitin Sharma), who together hatched a conspiracy and committed the fraud/theft.

After coming to the notice of above fraud/theft, they called the abovesaid culprits and questioned them. The father and uncle of accused Nitin Sharma also found the culprits guilty and took responsibility for the loss of the Company. After 2-3 days, the said accused persons started pressurizing the complainant for compromise and also threatened through some bad elements. On a Panchayati decision, the accused persons accepted their crime and gave it in writing. As per compromise, Nitin Sharma agreed to return Rs.30,00,000/- to the Company by 21.09.2024 and out of the settled amount, accused Sachin Aggarwal (respondent

No.2) deposited Rs.5,00,000/- in cash and a cheque of Rs.5,00,000/- in the Company whereas, co-accused Nitin Sharma did return any money. As per the Panchayati compromise, it was decided that if accused Nitin Sharma and Sachin Aggarwal do not return the settled amount by 21.09.2024 then appropriate legal/police action will be taken against them. It was also alleged that co-accused Nitin Sharma and his family built a bungalow with the money he got by fraud/theft. Thus, the FIR was lodged to take the legal action against all the accused. Apprehending his arrest, respondent No.2 approached the Court of learned Additional Sessions Judge, Karnal praying for the grant of bail. However, after hearing counsel for the parties, learned Additional Sessions Judge, vide impugned order dated 21.08.2025, accepted the petition filed for grant of anticipatory bail and thus, allowed the same. Being aggrieved, petitioner has approached this Court praying for cancellation of anticipatory bail granted to respondent No.2.

3. It has been vehemently contended by counsel for the petitioner that respondent No.2 was specifically named in the FIR. He submits that respondent No.2 is the main accused in the present case which is also evident from the reply filed by the State. He further submits that as per the reply, respondent No.2 not only created fictitious firms and bogus bills but also received direct monetary benefits from the fraudulent transactions. He submits that on the basis of fake bills prepared in the name of his firm “Golu Enterprises”, respondent No.2 fraudulently received payments in his Axis Bank account. It is submitted that respondent No.2 was actively involved in committing fraud/cheating alongwith co-accused, but learned trial Court has failed to appreciate the

same. He submits that the status report filed by the respondent-investigating agency that he did not cooperate during the investigation, has also been overlooked and hence, the custodial interrogation of respondent No.2 being necessary, the anticipatory bail granted to him vide impugned order dated 21.08.2025 deserves to be cancelled.

4. Learned State counsel has submitted that respondent No.2 already joined the investigation on 07.11.2025. He has further submitted that though, respondent No.2 has supplied the requisite record, however, recovery of remaining cheated amount is still pending and as per the instructions, there is no complaint/FIR filed after having been granted anticipatory bail to respondent No.2, for misuse of the concession of anticipatory bail granted to him.

5. This Court has heard counsel for the parties and perused the record. It is deciphered that respondent No.2 is one of the accused in the present case. As per the case of the prosecution, he was part of the fraud/cheating. Perusal of the impugned order passed would show that learned Sessions Court had heard counsel for respondent No.2 and the Public Prosecutor in detail. The evidence collected by the prosecution against respondent No.2 was duly appreciated. A perusal of the status reprot would show that respondent No.2 had duly joined the investigation and cooperated with the investigating agency. The status report filed by the State would show that there is nothing on record to substantiate the contention that respondent No.2 has ever misused the concession of bail granted to him.

6. In adverting to the distinction, a Bench of two learned Judges of the Hon'ble Supreme Court in ***Dolat Ram v. State of Haryana, 1995***

SCC(1) 349 observed that:

> *"4. Rejection of bail in a non-bailable case at the initial stage and the cancellation of bail so granted, have to be considered and dealt with on different basis. Very cogent and overwhelming circumstances are necessary for an order directing the cancellation of the bail, already granted. Generally speaking, the grounds for cancellation of bail, broadly (illustrative and not exhaustive) are: interference or attempt to interfere with the due course of administration of Justice or evasion or attempt to evade the due course of justice or abuse of the concession granted to the accused in any manner. The satisfaction of the court, on the basis of material placed on the record of the possibility of the accused absconding is yet another reason justifying the cancellation of bail. However, bail once granted should not be cancelled in a mechanical manner without considering whether any supervening circumstances have rendered it no longer conducive to a fair trial to allow the accused to retain his freedom by enjoying the concession of bail during the trial."*
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> *xxxxx xxxxx*

7. These principles have been reiterated in the judgment titled as ***Dataram Singh v State of Uttar Pradesh 2018 (2) SCALE 285, X v. State of Telangana and Another [(2018) 16 SCC 511]*** and recently by Division Bench of the Hon'ble Supreme Court in ***Himanshu Sharma v. State of Madhya Pradesh 2024(2) RCR(Criminal) 68*** which has held as under:

> *"12. Law is well settled by a catena of judgments rendered by this Court that the considerations for grant of bail and cancellation thereof are entirely different. Bail granted to an accused can only be cancelled if the*

Court is satisfied that after being released on bail, (a) the accused has misused the liberty granted to him; (b) flouted the conditions of bail order; (c) that the bail was granted in ignorance of statutory provisions restricting the powers of the Court to grant bail; (d) or that the bail was procured by misrepresentation or fraud. In the present case, none of these situations existed."

8. There is nothing on record to show that respondent No.2 has ever misused the concession of anticipatory bail or has violated the conditions imposed upon him while granting him anticipatory bail. The parameters regarding granting bail and that of cancellation of bail rest entirely on different footings. This Court does not find any such ground for recalling the anticipatory bail granted to respondent No.2 by learned Additional Sessions Judge, Karnal vide order dated 21.08.2025 and thus, finding no merit in the petition, the same is hereby dismissed.

(RAJESH BHARDWAJ)
JUDGE

25.02.2026
m. sharma

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