



**IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH**

107 (02 cases)

CRM-M-68811-2025(O&M)

CRM-M-74041-2025 (O&M)

Date of decision: 12.03.2026

1. CRM-M-68811-2025 (O&M)

Harinder Singh Sodhi

...Petitioner

VERSUS

State of Haryana

...Respondent

2. CRM-M-74041-2025 (O&M)

Ishminder Singh Sodhi

...Petitioner

VERSUS

State of Haryana

...Respondent

CORAM : HON'BLE MR. JUSTICE VINOD S. BHARDWAJ

Present :- Mr. Puneet Sharma, Advocate for the petitioner(s)
in both the petitions.

Ms. Chhavi Sharma, Asst. AG, Haryana with
ASI Ravi, No.147/SPT.

Mr. Sumeet Jain, Advocate for the complainant.

VINOD S. BHARDWAJ, J. (Oral)

Both these petitions, seeking anticipatory bail in case bearing FIR No.0263 dated 31.08.2025 registered under Sections 61, 318(4), and 316(2) of the Bharatiya Nyaya Sanhita, 2023 at Police Station Sector-27, District Sonipat, are being decided by a common order as they have been filed by different accused in the same FIR.

2. The FIR in the present case has been registered on the complaint of Kapil Arora, Partner of OM Consultancy Engineering. The same reads thus:

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"I, Kapil Arora, Partner of OM Consultancy Engineering, R/o F-137, Ground Floor Jindal Global City, Sonipat do hereby lodge this criminal complaint against 1. M/s Welkin India Incorporate, GST No.08AAFW1433H1ZD having its office at Oppst. Sabji Mandi, Bansur Road, Village Basdi, Kotputli Jaipur Rajasthan-303108. (hereinafter referred to as "the Accused No. 1"), and

2. Mr. Ishminder Singh Sodhi, Mob: 9815400069 Partner of the above-named firm, residing at 37/K-18 Green link Quenue Road Sec-84 Gurugram, (hereinafter referred to as "the Accused No. 2")

3. Mr. Harinder Singh Sodhi, Mob: 9815722944 Partner of the above-named firm, residing at, Sodhi Estate, Near Kotkapura Bypass, G.T. Road, Moga, Punjab. (hereinafter referred to as "the Accused No. 3") For the commission of cognizable offences punishable under Sections 406, 417, 418, 420 read with Section 120-B of the Indian Penal Code, 1860.

Brief Facts

1. That our firm is engaged in the business of building construction and aggregate material supply, including but not limited to 10mm 20mm aggregates, stone dust, GSB, M-Sand, and WMM. Our firm enjoys a sound market reputation for consistent and high-quality service delivery.

2. That in or about March 2023, the Accused, persons conspired with each other and Mr. Ishminder Singh Sodhi, acting in collusion with other co-accused contacted the undersigned in his capacity as a partner of M/s Welkin India, stating that they had been awarded a government contract for the construction of flyovers along the Delhi-Jaipur National Highway. Relying on this representation, and in good faith, we agreed to commence material supply. Recently complainant learnt that this is the modus-operandi of the accused persons to lure the victim initially. There are other victims also who have been cheated by the accused persons herein.

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3. Initially, a trial consignment worth Rs. 76,328/- was supplied to the Accused. Thereafter::

**On 26.04.2023, a formal quotation was issued by us.*

**On 28.04.2023, a work order was issued by the Accused firm confirming agreed rates and terms for delivery at various project locations.*

4. Pursuant to the above, we undertook regular and large-scale supply of construction materials to various project sites as designated by the Accused. Each consignment was delivered under proper documentation, including all Tax Invoices.

Financial Details of Transactions:

5. That during the course of the commercial relationship with the Accused firm, OM Consultancy Engineering diligently supplied various construction materials including aggregates, stone dust, GSB, M-Sand, and WMM, strictly in accordance with the terms agreed upon in the issued work orders and confirmed delivery schedules

6. For each supply transaction, our firm raised proper GST-compliant tax invoices and regularly discharged our statutory obligations under the Goods and Services Tax (GST) regime, by duly paying the applicable taxes to the government against every invoice, irrespective of whether the payment for such invoices was received from the Accused or not. These transactions were reported in our regular GST returns filed with the relevant tax authorities.

7. That in the course of the ongoing business relationship with the Accused firm, our firm regularly raised invoices corresponding to the supply of construction materials. The details of the invoices raised, payments received, and outstanding dues are summarized below, segregated by financial year: 1. Financial Year 2022-2023 Total Invoice Amount Raised: ₹76,328/- Payment Received from Accused: Nil Outstanding Balance (Carried Forward): ₹76,328/- GST liability was duly paid on the invoices. 2. Financial Year 2023-

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2024 Total Invoice Amount Raised: ₹3,33,19,767/-Total Payment Received: ₹1,42,21,210/- Balance Outstanding: ₹1,91,74,885/- The unpaid amount was carried forward to the subsequent financial year. All applicable GST liabilities were timely discharged by our firm. 3. Financial Year 2024-2025 Total Invoice Amount Raised: ₹95,61,915/-Payment Received: ₹1,02,00,000/- Adjusted Outstanding Receivable (after partial offset): ₹1,85,36,800/- Once again, OM Consultancy Engineering fulfilled its tax obligations by paying GST on all invoiced supplies.4. Financial Year 2025-2026 Supply of Material: Nil Payment Received: 15,00,000/- (toward past dues) Final Outstanding Balance as on Date: ₹1,70,36,800/- Despite continuous reminders, verbal assurances, and our goodwill in continuing the supply based on trust, the Accused did not discharge their legal and financial obligations, and willfully failed and neglected to honor the same leading to accumulation of significant dues, which are recoverable from the Accused who continued to benefit from the materials supplied while dishonestly withholding payment, thereby causing substantial financial injury to our firm.

8. It is also important to mention that our firm has suffered double jeopardy having paid GST on supplies for which no consideration has yet been received further amplifying the extent of our losses and establishing our good faith and compliance with the law at all times.

9. The Accused initially made partial and regular payments, thereby inducing our firm to trust them and continue supplying materials on credit. However, from the month of April 2024, the Accused willfully defaulted on payments, even as deliveries continued and were acknowledged by their staff as explained in above stated financial transactions.

10. In furtherance of their representations and to allay our concerns about mounting dues, the Accused Person issued multiple cheques towards part payment of outstanding invoices.

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11. However, upon presentation, the said cheques amounting to Rs. 75,00,000/-were dishonored as the same were issued by the accused from "Closed Account dated 16.11.2024". This fraudulent Act evidences and substantiate the criminal intent of the Accused Person, who knowingly issued cheques from a non-operational bank account.

12. The issuance of such cheques, with full knowledge that the account had been closed, constitutes a clear instance of fraudulent misrepresentation and deliberate deceit to induce our firm to either continue the business relationship or delay legal action.

13. The Accused persons persistently gave false assurances, and delayed payments on flimsy grounds, and misrepresented their financial condition and contractual obligations. It is now evident that the Accused had no genuine intent to pay the dues and acted with the fraudulent intent to procure goods without making corresponding payments.

14. The overall conduct of the Accused persons demonstrates clear criminal intent. Accused misused our trust, induced us to part with materials worth crores of rupees, and dishonestly retained the same for their own benefit without payment.

15. The accused persons in conspiracy with each other deceitfully and fraudulently represented that they had a valid government contract, which they used as a pretext to gain our trust and dishonestly induced the delivery of goods worth crores of Rupees, while never intending to make full and final payment thus, committed cheating.

16. The issuance of dishonored cheques, by accused persons knowing full well the accounts were closed, constitutes a separate and independent offence and also substantiates the dishonest intent.

17. The Accused persons in having received goods in trust with an implied duty to make timely payment, failed to fulfill their obligation, thereby dishonestly misappropriating or

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converting the goods supplied for their own use without payment thus committed breach of trust.

18. The Accused persons in conspiracy with each other by willfully giving false assurances and concealing material facts regarding their intention or ability to make payment, dishonestly induced our firm to supply valuable goods.

The Accused persons being fully aware that non-payment would cause wrongful loss to our firm, and still dishonestly induced us to continue supply, thereby breaching a duty of care and fiduciary obligation.

In light of the above facts and circumstances, the accused has committed offences. Your good office is requested to register FIR against M/s Welkin India, Mr. Ishminder Singh Sodhi and Mr. Harinder Singh Sodhi under Section 406, 417, 418, 420 and 120-B IPC corresponding Sections 316, 318 and 61 of BNS and apprehend them for the recovery of cheated sum i.e. Rs. 1,70,36,800/- and further prevent them from cheating other persons and misappropriation or alienation of assets.”

3. Learned counsel for the petitioners contends that the petitioners are working partners of firm-M/s Welkin India Incorporate, which is engaged in the execution of Government and private contractual works, including construction, supply, manufacturing and transport of materials/goods. He contends that the partnership deed was executed on 01.07.2018, and the firm was later merged and reconstituted as a private limited company on 01.04.2025. He further contends that the petitioners, being associated with the company, have been carrying out construction work for more than 03 decades and have a presence across multiple States. National Highways Authority of India had awarded the project for the work of “Construction of Additional Structures on Six-Lane Gurgaon-Jaipur Section of NH-48 between Km 42.700 to Km 273.000” vide letter of

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acceptance dated 03.08.2022. The joint venture of M/S Pawan Kumar with OJSC Euro-Asian Construction Corporation (EVRASCON) issued a communication dated 21.09.2022, offering to subcontract 49% of the contract value to M/S Welkin India Incorporate in terms of Clause 4.2 of the Contract Agreement. The said subcontract was later approved by the NHAI in favour of M/s Welkin India Incorporate vide communication dated 07.10.2024. He further contends that the complainant-Company had approached the petitioners/firm in March-April, 2023, offering to supply construction material for NH-48, Gurgaon-Jaipur Project and a work order was formally issued on 28.04.2023 to the complainant-Company, i.e. M/s Om Consultancy Engineering, for the supply of bulk materials, including the aggregates, M-Sand, GSB and Dust for certain sections of the aforesaid work. The NHAI issued numerous communications raising concerns regarding the quality of material used at the site. The details of certain correspondences have been mentioned in paragraph No. 2 (V) of the petition. He further contends that, as a result of non-conformance by the complainant/Company, the NHAI imposed restrictions on the running account bills, and they were also adversely affected. The prejudicial reflection of the running account bills submitted by the petitioners has been extracted in Para No.2(VI) of the petition. It is contended that the petitioners, through their partners, sent numerous messages through WhatsApp photographs, highlighting concerns with respect to the quality of the material supplied and informing about the hardships caused to them. He further contends that the accounts were sought to be reconciled and certain post-dated cheques were issued by the firm from its account on the HDFC Bank,

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unaware that the said account had been rendered non-operational in November, 2024 due to RBI-mandated directives. Upon realizing in February, 2025 that the cheques had been mistakenly issued on a closed account, the petitioners instructed their officials to inform the complainant to return the said cheques and thereafter, cheques drawn on another Bank were issued. Notwithstanding the same, various payments were still issued to the complainant in February, March and April, totalling to the tune of nearly Rs.27.00,000/-. It is contended that notwithstanding the same, the complaint was made levelling frivolous allegations to arm-twist the Company's directors to extract the entire payment to which the complainant would not be entitled on account of substandard material having been supplied by him. Another payment (Rs.10,00,000/-) was made to the complainant on 08.07.2025. He further contends that, notwithstanding the complainant being aware of the closure of HDFC Bank, from where the earlier cheques had been issued and despite taking fresh cheques of another Bank, i.e. Yes Bank, the old cheques were presented, thus resulting in registration of the FIR.

4. The matter had come up for hearing before this Court on 05.12.2025, when the following order was passed in **CRM-M-68811-2025**:

“Learned Counsel appearing on behalf of the petitioner(s) inter alia contends that the dispute in the present case does not have any nexus with the allegations that have been levelled. He contends that in fact the parties had long standing commercial transactions, however, on account of the sub-standard material having been supplied, the payments of the petitioner got delayed from National Highways Authority of India thus cascading into delayed payment to the complainant. He contends that even though the cheques towards partial liability of the petitioner had been issued in favour of the complainant, however, on

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account of certain communication by the Reserve Bank of India owing to certain bank mergers being undertaken, the operations of the account had been stopped. He submits that the petitioner had made a call to the complainant not to present the said cheques and had instead issued fresh cheques drawn on Yes Bank. He contends that notwithstanding the issuance of fresh cheques, yet, the complainant presented the said cheques against the account that had been frozen in view of the circulars issued by the Reserve Bank of India pending merger of operations of account. Hence, the petitioner issued instructions to the Yes Bank to stop payment of the cheques. He submits that the said instructions were not on account of any bad intent of the petitioner but on account of the circumstances as aforesaid and that the petitioner does not dispute his liability or his willingness to pay the undisputed sums to the complainant. Counsel further contends that the petitioner has clean antecedents and is not involved in any other case.

Notice of motion.

Dr. (Ms.) Malvika Singh, DAG, Haryana, enters appearance and accepts notice on behalf of the respondent-State.

Mr. Sajal Bansal, Advocate, enters appearance and files power of attorney on behalf of the complainant.

List on 10.04.2026.

In the meantime, the petitioner is directed to join investigation as and when required by the Investigating Agency. In the event of petitioner joining investigation, he shall be admitted to interim bail by the arresting officer/investigating officer on furnishing of bail bonds to the satisfaction of the arresting officer/investigating officer. The petitioner shall also abide by the conditions as specified under Section 482 of the BNSS, 2023.”

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5. On resumed hearing, learned State Counsel on instructions, contends that pursuant to the order dated 05.12.2025 passed by this Court, the petitioners have joined investigation and their custodial interrogation is not required for the purpose of investigation.

6. Mr. Sumeet Jain, Advocate enters appearance on behalf of the complainant and files his Power of Attorney in both the petitions. The same are taken on record. Registry is directed to tag the same at an appropriate place.

7. Counsel for the complainant raises the following submissions:

(i) That the post-dated cheques on HDFC bank were issued by the petitioners/firm, notwithstanding the petitioners/company itself having submitted a request for closure of the account in November, 2024, and the same was thus an act of fraud on the part of the petitioners.

(ii) That even though the petitioners/firm claim(s) that it had merged in 2025, yet the cheques in question have been issued for and on behalf of the Company, which, as per their own claim, had not been incorporated. Hence, there was an act to defraud the complainant.

(iii) That even the cheques issued by the petitioners/firm drawn on Yes Bank were subsequently dishonoured.

(iv) That an amount of Rs.1.70 crore still remains outstanding against the complainant.

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8. On a pointed query, counsel for the complainant acknowledges that a sum of Rs.2.50 crores of the amount against the invoices raised by the complainant has already been paid.

9. I have heard counsel for the parties and have gone through the documents appended along with the present petitions.

10. Insofar as the argument of the complainant that the post-dated cheques were issued in January 2025 despite the account being closed is concerned, the letter dated 14.11.2024 relied upon by counsel for the complainant shows that the said request was for the closure of account No.50200075498297, whereas the cheques in question had been issued against account No.00568730000022. It is thus evident that the argument advanced by counsel for the complainant is misleading since the closure request for the account was for an altogether different account, viz. HDFC Bank and not the account against which the cheques in question had been issued. At this juncture, counsel for the complainant again reiterates the argument that the cheque dishonour memo refers to the request dated 14.11.2024. The repetition and insistence on such an argument notwithstanding that the request had been made in reference to a different account is deprecated.

11. The next submission made by counsel for the complainant is that the post-dated cheque had been issued against an account of M/s Welkin India Incorporate in January 2025, whereas the Company was formed in April 2025. Hence, the juristic entity of the Company had not come into existence at that point.

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12. The said argument is also misleading since M/s Welkin India Incorporate was the name of the partnership firm, and that it was eventually retained as M/s Infracon Pvt. Limited, which is a separate Private Limited Company w.e.f. 01.04.2025. The cheque in question was issued against the account of M/s Welkin India Incorporate and not against the Private Limited Company.

13. Similarly, the name and the use of the word “Incorporate” would make the firm a corporate entity as its juristic status as a Private Limited Company, viz. M/s Infracon Pvt. Limited is separate from the name of the partnership firm. Thus, the partnership firm continued to exist till its incorporation as a Private Limited Company.

14. Besides, the present case is based upon financial transactions in the normal course of business with the petitioners herein, and there are arguable issues with respect to the quality of material supplied by the complainant and the cascading effect on the liquidity of the petitioners herein. It would thus be arguable as to whether the necessary ingredients for commission of an offence under Section 318(4) BNS would be made out in the present case or not. It is also worthwhile to note that the petitioners had already paid a sum of Rs.2.50 crores and that a sum of Rs.10,00,000/- and other various amounts had been paid even after the issuance of post-dated cheques. Every breach of commercial transactions or undertakings/ assurances may not necessarily make out sufficient ingredients for culpable criminal liability under the Bharatiya Nyaya Sanhita, 2023. Undisputedly, the complainant has already filed a complaint under Section 138 of the Negotiable Instruments Act, 1881, for dishonour of the cheques. Thus, so far

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as the issue of criminality/dishonour of cheques is concerned, the complainant has already taken recourse to the remedy available to him in accordance with law. The issue as to whether the proceedings under Section 420 of the Indian Penal Code, 1860 and 138 of the Negotiable Instruments Act, 1881, are to be initiated alternatively or at the same time is already pending before the Hon’ble Supreme Court in *Criminal Appeal No(s). 1678/2022* titled as “*J.Vedhasingh vs R.M. Govindan and Others*”. The case is based upon documentary evidence, which is corroborated by transactions duly reflected in the account maintained in the normal course of business for which custodial interrogation of the petitioners is not necessary and is also not sought for by the respondent-State.

15. Consequently, the present petitions are *allowed*, and the interim orders dated 05.12.2025 and 12.01.2026, respectively, are made absolute.
16. However, if required, the petitioners shall continue to join investigation as and when required to do so and shall abide by the terms and conditions, as laid down under Section 482 (2) BNSS.

12.03.2026
Sumit Gusain

Whether speaking/reasoned

Whether reportable

:

:

Yes/No

Yes/No

(VINOD S. BHARDWAJ)
JUDGE