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

% *Date of Decision: 13.03.2026*

\+ **BAIL APPLN. 1462/2025**

CHANCHAL GARG .....Petitioner

Through: Mr. Utkarsh Mathur, Advocate

versus

STATE NCT OF DELHI & ANR. .....Respondents

Through: Mr. Sanjeev Sabharwal, APP for the State with Inspector Balbeer Singh
Mr. Biju P. Raman, Advocate for R-2 (*through videoconferencing*)

CORAM: JUSTICE GIRISH KATHPALIA

J U D G M E N T (ORAL)

1. The accused/applicant seeks anticipatory bail in case FIR No. 348/2025 of Police Station Karol Bagh for offence under Section 318(4)/ 336(3)/340(2) BNS.

2. Initially, this anticipatory bail application was listed for the first time before the predecessor bench on 17.04.2025 and subject to the accused/applicant joining investigation, he was granted interim protection from arrest till next date. That protection continued on date to date basis as

the matter kept getting adjourned before different predecessor benches. Thereafter, along with 179 such old pending bail applications, this application was transferred to this bench. Today is the first hearing before me.

3. At the outset today, learned counsel for accused/applicant contended that by order dated 23.12.2025, the predecessor bench had referred the matter to the Mediation Centre and remains pending there, so the present matter be adjourned. It is trite that bail courts are not forum for recovery of money, so adjournment request is liable to be rejected. Even otherwise, counsel for complainant *de facto* also submits that they never agreed for any settlement efforts. Under these circumstances, adjournment request is declined and I have heard learned counsel for accused/applicant as well as learned prosecutor assisted by Inspector Balbeer Singh and also learned counsel for complainant *de facto.*

4. Broadly speaking, the allegation against the accused/applicant is that he forged documents on the letterhead of the complainant *de facto* and on the basis thereof, the concerned bank cancelled the bank guarantee issued in favour of the complainant *de facto.*

5. Learned counsel for accused/applicant contends that the accused/applicant was working as a stockist of the complainant *de facto* under Agreement, copy whereof is Annexure-P2 to the application. Learned counsel has taken me through Clause 4.17 of that Agreement under which

the accused/applicant, being the stockist, had provided bank guarantee of Rs. 1,00,00,000/- to the complainant *de facto* who was authorized to get the same encashed against any claims outstanding including the stock lying unsold with the accused/applicant. Further, learned counsel for accused/applicant also takes me through Annexure-P7 to the application, whereby the entire stock worth approximately Rs. 1,50,00,000/- was returned to the complainant *de facto.* Learned counsel for accused/applicant has also produced before me a copy of letter dated 18.07.2024 of the complainant *de facto* (*which was filed with the reply but the reply is lying under objection before the Registry*) and according to the same, the original bank guarantee was delivered by the complainant *de facto,* to be delivered by the accused/applicant to the bank. On the basis of this record, it is contended by learned counsel for accused/applicant that the original bank guarantee having been delivered to the accused/applicant by the complainant *de facto,* there was no reason for the accused/applicant to forge the cancellation letter. It is also contended that the accused/applicant has been joining investigation regularly.

6. Learned APP for the State does not dispute that the accused/applicant is joining investigation, but submits that the accused/applicant has not been handing over his computers and printers to investigate the alleged forgery. Further, it is submitted by learned APP that the bank guarantee cancellation letter, which is alleged to be a forged one, has been sent to FSL and report is awaited. At the same time, keeping in mind the time usually taken by FSL in such cases, learned APP also fairly submits that if the accused/applicant

hands over his computers and printers, he has no objection to grant of anticipatory bail.

7. Learned counsel for complainant *de facto* opposes the bail application, contending that the accused/applicant forged their letterheads and seals to prepare the bank guarantee cancellation letter. It is also submitted that clause 4.17 of the Agreement referred to by the counsel for accused/applicant is not confined to stock and in fact, there are market outstanding, which are payable by the accused/applicant, so he be not granted anticipatory bail. It is contended that there was no occasion for the complainant *de facto* to seek cancellation of the bank guarantee.

8. The only objection of the State being that the accused/applicant should hand over his computers and printers, learned counsel for accused/applicant, in all fairness, undertakes that the same shall be supplied to the IO as and when the IO directs in writing. As regards objections of the complainant *de facto* that the accused/applicant is liable to pay the amount outstanding in the market in terms with Clause 4.17 of the Agreement, suffice it to record that the bail court cannot act as a recovery forum, as mentioned above. In any case, it is informed by learned counsel for accused/applicant that as regards the said amount, the complainant *de facto* has already initiated arbitration proceedings as they have issued notice to him in this regard.

9. Considering the above circumstances, the application is allowed and it

is directed that in the event of his arrest, the accused/applicant shall be released on bail, subject to his furnishing a personal bond in the sum of Rs. 25,000/- with one surety in the like amount to the satisfaction of the IO/SHO concerned.

10. The accused/applicant shall join investigation and hand over his computers and printers to the IO as and when directed by the IO in writing.

GIRISH KATHPALIA
(JUDGE)

MARCH 13, 2026
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