2026:AHC:227243

HIGH COURT OF JUDICATURE AT ALLAHABAD

CRIMINAL MISC. BAIL APPLICATION No. - 18208 of 2026

Sanjeev Kumar

.....Applicant(s)

Versus

State of U.P.

.....Opposite Party(s)

Counsel for Applicant(s) : Ashutosh Kumar, Harshit Pathak, Prashant Kumar Singh

Counsel for Opposite Party(s) : Amit Rana, G.A.

Court No. - 69

HON'BLE AVNISH SAXENA, J.

1. Heard Sri Harshit Pathak, learned counsel for accused applicant, Bheeshm Pal Singh, learned counsel holding brief appeared for the informant and learned A.G.A. for State.

2. The present bail application has been moved by the applicant/ accused- **Sanjeev Kumar** to enlarge him on bail in Case Crime No. 325 of 2025, under Sections 318(4), 316, 338, 336(3), 352, 340(2), 351(2) and 61(2) BNS, P.S.- Nakur, District- Saharanpur, during the pendency of trial.

3. It is the contention of learned counsel for applicant that the accused applicant has been falsely implicated in the FIR dated 26.08.2025 lodged by the informant Mainpal Singh with the allegation that the accused/applicant and other co-accused have cheated the informant of the investment he has made, the land he has provided for bio fertilizers (vermi compost). It is the contention of learned counsel that the accused/applicant is one of the Directors of Jai Agro Bio Science Pvt. Ltd Company and he has entered in an agreement with the informant on 11.12.2024 with the specific terms that he will installed 25 beds in property of the informant for the production of bio fertilizers, which is vermi compost obtained from the earthworm. Learned counsel submits that the beds were prepared, the same were shown in the photograph taken through GPS map camera and annexed as Annexure no.4 to the bail application. Further submits that the company has made out his part of agreement and has not cheated the person who have invested money.

Further submits that it is purely commercial dispute which has been given a criminal angle just to pressurized the accused persons to returned the money, whereas the terms and condition of the agreement is clear and explicit to show the nature of dispute and time of breach of contract. The charge sheet is submitted. The co-accused has already been granted bail by the coordinate Bench of this Court. The applicant is in jail since 24.09.2025. The trial is still at nascent stage. The accused/applicant has criminal history of 17 cases, in four cases he is on bail, in one case the arrest was stayed and in other cases he was not taken on remand. Further submits that all the cases arises out of same facts. He seeks to be enlarged on bail.

4. Learned A.G.A. for State and learned counsel for the informant have opposed the prayer for bail and submits that the money has been transacted and transferred in favour of accused company including the accused/applicant and the desired required and assured returned has not been provided to informant and other persons, who are similarly situated. The applicant has cheated, hence the accused/applicant shall not be released on bail.

5. This Court has taken into consideration the rival submissions made by learned counsel for the parties and perused the record.

6. Considering prima facie the commercial dispute between the parties, wherein the written agreement has been executed between the parties and charge sheet is submitted, the accused/applicant is entitled to be released on bail.

7. Hence, without touching merit of the case, the bail application is **allowed**.

8. The accused/applicant be released on bail in the aforesaid case on furnishing a personal bond and two sureties each in the like amount to the satisfaction of court concerned in view of observation made by the Supreme Court in its dictums of **Girish Gandhi Vs. State of Uttar Pradesh [(2024) 10 SCC 674] and Policy Strategy for grant of bail in re [(2024)10SCC 685].**

9. The accused-applicant shall cooperate in judicial process for fair and speedy disposal.

(Avnish Saxena,J.)

November 2, 2026
Abhishek Sri.

Digitally signed by :-
ABHISHEK RANJAN SRIVASTAVA
High Court of Judicature at Allahabad