2026:AHC:212075

HIGH COURT OF JUDICATURE AT ALLAHABAD

CRIMINAL MISC. BAIL APPLICATION No. - 32924 of 2026

Jaswant Kumar Jaiswar

.....Applicant(s)

Versus

State of U.P.

.....Opposite Party(s)

Counsel for Applicant(s)	:	Mohd. Akif, Rajrshi Gupta, Surendra Kumar
Counsel for Opposite Party(s)	:	G.A., Radhey Shyam, Rajiv Kumar Mishra

Court No. - 69

HON'BLE AVNISH SAXENA, J.

1. Heard Sri Rajrshi Gupta, learned counsel for accused applicant, Sri Rajiv Kumar Mishra, learned counsel for the informant and learned A.G.A. for the State.

2. The present bail application has been moved by the applicant accused-**Jaswant Kumar Jaiswar** to enlarge him on bail in Case Crime No. 154 of 2022, under Sections 409, 420 of IPC, P.S.- Sarnath District- Varuna (Commissionerate Varanasi) during the pendency of trial.

3. It is the contention of learned counsel for accused applicant that the false and frivolous FIR has been lodged on 26.4.2022 against the accused applicant by Surendra Kumar Yadav with the allegation that the accused applicant has cheated with his brother namely, Virendra Kumar Yadav, who is a proprietor of M/s Shiva Film & TV House. The accused applicant is the proprietor of Sri J. Soharata Production House and both the persons have entered into partnership and executed a documents on 9.10.2017 to co-produce a Bhojpuri film for a cost of Rs. 1 crore, is expected. Initially, Rs.38 lakhs has been credited to the accused applicant. It is further contended that later on, an addendum deed has been executed between the parties, according to which after production of the film, the entire profit is to be distributed in 40/60 ratio. The allegation in the FIR is that the informant's brother has given Rs.78,20,000 in favour of the accused applicant, subject to return, which has not been returned, which

led to the lodging of the FIR on 26.4.2022. It is further contended that the dispute is purely commercial in nature. The execution of deeds, the issuance of notice and reply to the notice clearly shows that there is a dispute between the parties relating to the partnership. It is further contended that the jurisdiction which has been agreed between the partners is of Mumbai but no jurisdiction has been exercised by the parties. It is further contended that after elapse of several years, the FIR has been lodged. The investigation is continuing. He is co-operating in the investigation. The applicant is languishing in jail since 2.8.2026. He seeks enlargement of accused on bail.

4. Learned counsel for the informant and learned A.G.A. have opposed the bail and submits that so far as the partnership deed is concerned, the same is agreed but the amount that has been transferred to the accused applicant is Rs.58 lakhs which is bank transaction and remaining paid in cash amount. It is further contended that the addendum partnership deed, which was executed on 9.10.2017 is a sham document. The accused applicant has not only cheated the informant's brother but has also cheated the Government in the garb of subsidy as he has taken subsidy of nearly Rs.60 lakhs, which has been siphoned off by him. It is further contended that it is the accused applicant, who has moved the writ court wherein there was a direction of mediation but the accused applicant failed to appear in the mediation. This shows that the accused applicant has not taken to consideration the directions issued by the writ court and subsequently, the writ petition was dismissed for want of prosecution. The accused applicant then approached this Court in inherent jurisdiction wherein there was specific direction to the accused applicant to move a bail application before the concerned court, which is to be disposed of in the light of judgment of Hon'ble Supreme Court in the case of **Satender Kumar Antil vs. Central Bureau of Investigation & Another, (2021) 10 SCC 773**. The accused applicant despite the order dated 2.2.2024 has not approached the concerned court to move the bail application. This shows the conduct of the accused applicant that he is continuously absconding and is not co-operating with the investigation. It is subsequently, the Investigating Officer has arrested the accused applicant from Mumbai. It is further contended that the investigation is continuing

and if the accused applicant has been enlarged on bail then he will not co-operate in the investigation and will abscond again. As such, submits that the bail application should be rejected.

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

6. Considering that the initial ties between the parties was originated from a partnership deed, which apparently failed and led to the issuance of notices and replies to each other. The reference of Addendum is in the reply notice. It is prima facie commercial transaction between the parties, the accused applicant is entitled to be enlarged 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.)

October 9, 2026
Krishna*

Digitally signed by :-
KRISHNA KUMAR
High Court of Judicature at Allahabad