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IN THE HIGH COURT OF DELHI AT NEW DELHI

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Pronounced on: 27th September, 2025

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BAIL APPLN.3432/2024**PINKI****.....Petitioner**

Through: Mr. Sunil K Mittal, Mr. Pushpender Dhakka, Mr. Kshitij Mittal, Mr. Anshul Mittal, Mr. Abhishek Kumar, Mr. Sarthak Tagra, Advocates.

Vs**THE STATE OF NCT OF DELHI****.....Respondent**

Through: Mr. Aman Usman, APP with SI Jitender Kumar, PS-J. Puri, SI Pawan, PS-Mukherjee Nagar.

Mr. Sanjay Rathi, Mr. Sanchit Jaglan, Mr. Parth Khatri, Mr. Priyanshu, Advocates for complainant.

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BAIL APPLN. 3878/2024**AYUSH BHEDDA****.....Petitioner**

Through: Mr. Sunil K Mittal, Mr. Pushpender Dhakka, Mr. Kshitij Mittal, Mr. Anshul Mittal, Mr. Abhishek Kumar, Mr. Sarthak Tagra, Advocates.

Vs**THE STATE GOVT. OF NCT OF DELHI** **.....Respondent**

Through: Mr. Aman Usman, APP with SI Jitender Kumar, PS-J. Puri, SI Pawan, PS-Mukherjee Nagar.

Mr. Sanjay Rathi, Mr. Sanchit Jaglan, Mr. Parth Khatri, Mr. Priyanshu, Advocates for complainant.



**CORAM:-
HON'BLE MR. JUSTICE RAVINDER DUDEJA**

JUDGMENT

RAVINDER DUDEJA, J.

1. These are applications under Section 482 read with Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 [“**BNSS**”], filed by the petitioners seeking grant of anticipatory bail in FIR No. 492/2024 registered at Police Station Mukherjee Nagar, Delhi, under Sections 420/467/468/471/120B of the Indian Penal Code, 1860 [“**IPC**”]. Since both petitions emanate from a common set of facts and pertain to the same FIR, they are being disposed of together by this common judgment.

FACTUAL BACKGROUND

2. The FIR was lodged on 03.07.2024 on a complaint by Ravinder Singh [“**complainant**”], who alleged that the petitioners, along with other co-partners of the firm *M/s Sanrachna Infra Projects*, had committed acts of cheating, forgery and criminal conspiracy with the intent to siphon off partnership funds.

3. The record shows that the firm was originally constituted on 05.07.2017 through a notarized Partnership Deed between four partners, namely, Pinki [petitioner in BAIL APPLN.3432/2024], Ravinder Singh [complainant], Pramod Singh and Smt. Seema



Bhedda. Initially, Pinki held 30% share, which was subsequently increased to 40% by virtue of a Reconstitution Deed dated 17.12.2017, while Seema's share was reduced.

4. Thereafter, Seema retired from the partnership and in her place, Pinki's son i.e. Ayush Bhedda [petitioner in BAIL APPLN. 3878/2024] was inducted as a partner with 10% share vide Modification Deed dated 26.08.2019. The firm's name was changed from *M/s Sanrachna* to *M/s Sanrachna Infra Projects* and the share ratio of the partners was redefined.

5. The gravamen of the allegations in the FIR is that the petitioners, being authorized signatories to the firm's bank accounts, issued forged cheques and fabricated documents, thereby diverting substantial amounts from the firm to their own benefit, in conspiracy with other partners. It is alleged by the complainant that forged deeds were prepared and partnership accounts were mismanaged, causing wrongful loss to the complainant. The petitioners, however, assert that the matter is one of settlement of partnership accounts, already the subject of arbitration proceedings, and that the FIR has been lodged to arm-twist them.

6. By order dated 03.08.2024, Ld. ASJ-02, Rohini Court, Delhi granted interim protection to the petitioner Pinki which was again extended by this Court by order dated 23.09.2024 (clarified by order dated 30.09.2024) and subsequent orders.



7. The petitioner Pinki [in BAIL APPLN. 3432/2024] and petitioner Ayush Bhedda [in BAIL APPLN. 3878/2024] filed applications seeking anticipatory bail which were denied by the Ld. ASJ-02, Rohini Court, Delhi vide orders dated 03.09.2024 and 09.10.2024 respectively. Aggrieved by the same, the petitioners have filed the present applications seeking anticipatory bail.

SUBMISSIONS ON BEHALF OF THE PETITIONERS

8. Ld. counsel for the petitioners submitted that the present FIR stems entirely from disagreements between partners of *M/s Sanrachna Infra Projects* and is essentially a civil dispute relating to rendition of accounts and that arbitral proceedings are already pending on the same subject matter. Petitioner Pinki is stated to have contributed substantial capital to the firm, while Petitioner Ayush Bhedda, was inducted much later in 2019 with only a 10% share and no role in the management, making his implication wholly unjustified.

9. During COVID period, Petitioner Pinki came to know that the complainant has been embezzling the firm's money by transferring the same into his personal accounts and of his friends/relatives- thereby causing loss of Rs. 7 crores to the firm and has also formed a parallel partnership under the name and style of *M/s Sanrachna Construction Company*- in violation of the Partnership Deed.

10. Subsequently, an extraordinary general meeting was scheduled by the partners on 03.07.2022 for the complainant to explain his illegal actions, but the same was not attended by the complainant.



Thereafter, the partners resorted to the Arbitration Clause to settle their disputes and consequently, an Arbitrator was appointed by this court on 26.07.2022. During the arbitration proceedings, it came to light that the complainant had allegedly forged the signatures of the Petitioner Pinki and opened another Bank A/c in Bank of Baroda, Mukherjee Nagar- learning which, the petitioner Pinki tried to lodge an FIR against the complainant, but on refusal by the police, she filed complaint under section 156(3) Cr.P.C.- which is pending adjudication before Ld. ACJM, Rohini Courts. The Arbitrator recused himself on 29.06.2024 due to concerns raised by the partners. Thereafter, on 03.07.2024, the complainant got the FIR No. 492/2024 lodged against the partners (including the petitioners). Another Arbitrator has been appointed by this Court by order dated 22.07.2025.

11. It is averred that the complainant has formed a parallel partnership firm under the name and style of *M/s Sanrachna Construction Company* with his mother and wife as partners and has been siphoning off the firms's money to the account of this new firm by relying on the similarity of names of the firms. Referring to the petitioner's statement of defence made before the Ld. Arbitrator, the counsel further submitted that the complainant fraudulently transferred Rs. 84,10,169 from the partnership account to his family and friends without partner approval, violating the Partnership deed. Bank records of the complainant show unauthorized transfers of Rs.82,31,035 to a relative and total withdrawals/transfers of Rs.1,61,02,734 from the



partnership firm's bank account to personal accounts. Despite agreed salary terms, the complainant withdrew disproportionate amounts. Account scrutiny of the complainant revealed payments for fuel made to defunct pumps, indicating collusion and misappropriation of partnership funds by the complainant.

12. It is contended that both petitioners have consistently cooperated with the investigation and joined proceedings whenever directed- as mentioned in the Status Report.

13. No recovery remains to be effected from the petitioners since all deeds and documents governing the partnership are admitted between the parties and are already placed on record [Annexure O]. The petitioners have been enjoying interim protection since September/October 2024, and during this period they have neither misused the liberty nor attempted to tamper with evidence or influence witnesses and are also not flight risk.

14. The allegations of forgery and siphoning of funds are unsupported by cogent material and appear to be designed to criminalise what is purely a commercial dispute. In support, reliance is placed on *Amit Kathuria Vs. The State (NCT of Delhi)*, **2024:DHC:5924** and *Manminder Singh Vs. Govt. of NCT of Delhi*, **2024:DHC:1466**.

15. Reliance is placed on *Dilip Singh Vs. State of Madhya Pradesh & Anr.*, (2021) 2 SCC 779 and *Jay Shri & Anr. Vs. State of Rajasthan*, **2024 INSC 48** to argue that a criminal court while



deciding anticipatory bail is not expected to act as a recovery agent to realise the dues and that the court must be cautious about converting a purely civil dispute into a criminal case.

16. It is contended that cooperation in the investigation does not amount to admission of guilt. The purpose of custodial interrogation is not for the purpose of confession and it will be in violation to Article 20(3) of the Constitution. In the present case, the petitioners have been cooperating in the investigation and the documentary evidence is already placed on record. Hence, custodial interrogation of the petitioners will not serve any purpose. It is prayed that the petitioners be granted anticipatory bail.

SUBMISSIONS ON BEHALF OF THE STATE AND COMPLAINANT

17. *Per contra*, Ld. APP for the respondent/State, supported by counsel for the complainant, vehemently opposes the grant of anticipatory bail. It is submitted that serious allegations of cheating, forgery, and conspiracy have been levelled against the petitioners, which cannot be brushed aside as a mere partnership dispute. The material collected so far indicates that the petitioners, being signatories to the bank accounts and beneficiaries of the transactions, actively participated in siphoning off substantial funds of the firm through forged instruments and manipulated documents.

18. The counsel for the complainant while placing reliance on the Status report contended that the regional office of Bank of Baroda,



Sansad Marg in its reply to the RTI stated that the Complainant and Petitioner Pinki are the authorized persons for the bank A/c no. 62160200000090- meaning that the petitioner was also signatory to that account. He further stated that the petitioners along with Pramod Singh siphoned off about Rs. 3 crores from the partnership firm through fraudulent withdrawals, illegal transfers, cracking Tally passwords, and fabricating documents.

19. The Ld. APP argued that the pendency of arbitration proceedings does not shield the petitioners from criminal prosecution when offences of forgery and cheating are disclosed. The allegations in the FIR and status reports point to a pre-planned conspiracy and wrongful gain at the cost of the complainant, thereby satisfying the ingredients of the offences invoked.

20. It is submitted that there is non-cooperation by the petitioners as the necessary documents have not been furnished and they are still with the CA- whose services were terminated in 2002. Furthermore, no ITR for the years 2020-2021, 2021-2022 and 2022-2023 were filed. Hence, custodial interrogation is necessary to unearth the illegal transactions and conspiracy done by the petitioners and to recover siphoned funds, assets, cheque books, laptops, data etc. It is urged that grant of anticipatory bail at this stage would seriously hamper investigation. Given the gravity of offences under Sections 467 and 468 IPC, which carry severe punishment, and the potential of the



petitioners to influence witnesses and tamper with evidence, it is prayed that their applications be dismissed.

ANALYSIS & FINDINGS

21. The Court has carefully considered the rival submissions and perused the material placed on record.

22. The foundation of the FIR is the dispute between partners of *M/s Sanrachna Infra Projects* originating from the affairs of a partnership firm, *M/s Sanrachna Infra Projects*, and concerns settlement of accounts, contribution of capital, and financial transactions. Though the FIR invokes offences of cheating and forgery, the substratum of the allegations is embedded in a commercial relationship. The fact that arbitral proceedings are pending between the parties reinforces the civil nature of the dispute.

23. At the same time, the complainant has levelled allegations of forgery and cheating, which cannot be outrightly ignored. However, the same are to be tested during trial.

24. As per the partnership deed dated 05.07.2017, petitioner Pinki and Seema have introduced substantial capital/funds into the partnership business. Petitioner Ayush Bhedda, on the other hand, was inducted much later with only a 10% share and had no effective role in the day-to-day management of the firm. His implication appears to be on account of his being the son of one of the partners, rather than on the basis of specific incriminating material.



25. The petitioners have been under interim protection since September/October 2024 pursuant to orders of this Court. During this period, they have regularly joined investigation and cooperated with the Investigating Officer. No instance of absconding, misuse of liberty, or attempt to tamper with evidence has been reported. The need for custodial interrogation is not supported by any specific material. The evidence relied upon is largely documentary in nature-comprising partnership deeds, bank records, and financial statements, which are either already in the possession of the parties or accessible to the investigating agency.

26. The Supreme Court in *Arnesh Kumar v. State of Bihar*, (2014) 8 SCC 273, has cautioned against routine arrests and held that arrest must be an exception and not the rule, particularly where custodial recovery is not required. Further, in *State of Haryana v. Bhajan Lal*, 1992 Supp (1) SCC 335, it has been observed that criminal proceedings should not be permitted to be used as instruments of harassment in civil disputes.

27. In the present case, considering the admitted documentary evidence, the petitioners' cooperation with the investigation, and the fact that they have not misused interim protection, custodial interrogation may not be warranted. At the same time, this Court remains conscious of the seriousness of the allegations, which necessitates the imposition of strict conditions to safeguard the



interests of investigation while protecting the petitioners' right to liberty under Article 21 of the Constitution.

28. Considering the facts of the case, the admitted nature of documents, the absence of recovery requirements, the interim conduct of the petitioners, and the settled legal position, I am of the view that custodial interrogation of the petitioners is not warranted, and they are entitled to anticipatory bail.

29. Accordingly, both the applications are allowed. It is directed that in the event of arrest, the petitioners namely Pinki and Ayush Bhedda shall be released upon furnishing personal bond of Rs.50,000/- each with one surety of the like amount to the satisfaction of the Investigating Officer/SHO/Arresting Officer concerned. The grant of bail is subject to the following conditions:

- (i) The petitioners shall continue to join investigation as and when called by the Investigating Officer.
- (ii) They shall not directly or indirectly influence any witness or tamper with evidence.
- (iii) They shall not leave the country without prior permission of the Trial Court.
- (iv) They shall furnish their current residential addresses and mobile numbers to the Investigating Officer and keep him informed of any change.

30. Accordingly, both the applications are allowed and disposed of.



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31. Nothing in this judgment shall tantamount as an expression of opinion on the merits of the case and any observations made are only for the purpose of the present bail applications.

RAVINDER DUDEJA, J.

SEPTEMBER 27, 2025

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