

IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA

Cr.MP(M) Nos. : 459 to 461, 922 & 923 of 2025

Reserved on : 23rd June, 2025

Decided on : 30th June, 2025

1. **Cr.MP (M) No.459 of 2025**

Ravi B. ...Applicant

Versus

State of Himachal Pradesh ...Respondent

2. **Cr.MP (M) No.460 of 2025**

Navjot ...Applicant

Versus

State of Himachal Pradesh ...Respondent

3. **Cr.MP (M) No.461 of 2025**

Siddharth Srivastava ...Applicant

Versus

State of Himachal Pradesh ...Respondent

4. **Cr.MP (M) No.922 of 2025**

Ravinder Kumar Agarwal ...Applicant

Versus

State of Himachal Pradesh ...Respondent

5. **Cr.MP (M) No.923 of 2025**

Suman Jain

...Applicant

Versus

State of Himachal Pradesh

...Respondent

*Coram***The Hon'ble Mr. Justice Virender Singh, Judge.***Whether approved for reporting?*¹

For the applicant(s) : Applicants Ravi B., Navjot, Siddharth Srivastava, Ravinder Kumar Aggarwal, Suman Jain, in person with Mr. Shrawan Dogra, Senior Advocate, assisted by Mr. Sanjay Dalmia, Advocate.

For the respondent : Mr. Varun Chandel, Additional Advocate General, assisted by ASI Vijay Sharma, I.O. Police Station, Barotiwala, Baddi, for the respondent.

Complainant in person with Mr. V.S. Chauhan, Senior Advocate assisted by Mr. Arsh Chauhan, Advocate.

Virender Singh, Judge

The above titled applications, are being decided by a common order. The applicants have filed these applications, under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (hereinafter referred to as 'BNSS'), as they are apprehending their arrest, in case FIR No.11 of

¹ *Whether Reporters of local papers may be allowed to see the judgment? Yes.*

2025, dated 29.01.2025, registered, under Sections 420, 467, 468 & 471 of the Indian Penal Code (hereinafter referred to as 'IPC'), with Police Station Barotiwala, District Solan.

2. By way of the present applications, indulgence of this Court has been sought to direct the Police/ Investigating Officer of Police Station Barotiwala Baddi, District Solan, H.P., to release the applicants on bail, in the event of their arrest, in the above noted case.

3. According to the applicants, they are innocent persons and have falsely been implicated by the Police, in this case, at the instance of the complainant. They have termed the prosecution story as false and fabricated one.

4. Elaborating their stand, it has been pleaded that the complainant, along with its partner Rajesh Singhal in firm M/s Vishwakarma Techno Forge, Village Dharoa Post Office Badhone Ghat, Tehsil Baddi, District Solan, H.P., availed OD/CC Limits in the year 2016 for an amount of Rs.85,00,000/- and other term loans and mortgaged a building situated over Khata Khatoni No. 5/5, Khasra No. 13/1(10-01), Village Dharoha, Tehsil Baddi, District Solan,

Himachal Pradesh, which is in the name of M/s Vishwakarma Techno Forge.

5. It is the further case of the applicants that thereafter, to induct capital in the business, one Arpit Mittal was inducted as a partner in place of Sh. Rajesh Singhal and after the induction of new partner and guarantors (Ashok Mittal & Chetna Mittal, parents of Arpit Mittal) and the limit was enhanced from Rs.85,00,000/-to Rs.3,00,00,000/- in addition to the previous CC Limit and Term Loan.

6. As per the applicants, apart from the personal guarantee, they also mortgaged his residential house, i.e., House No.98, Sector-4, Panchkula. Since, the complainant and his partners could not maintain the financial discipline, as such, the account turned as Non Performing Asset (NPA) and proceedings under SARFAESI Act were initiated. Notice for possession was also issued and the symbolic possession was taken. Thereafter, according to the applicant, the present FIR has been lodged.

7. According to the applicant that apart from the present case, one of the guarantors has also filed identical

complaint before the Dy.SP, Sub Division Central, Police Station Sector 17, Chandigarh and thereafter, closure report was submitted. Not only this, identical complaint was moved through Chetna Mittal, W/o Ashok Mittal, before the SHO, Economic Offence Wing, Sector 12, Panchkula and the said matter is still pending enquiry. Both the guarantors Ashok Mittal & Chetna Mittal had also filed a Civil Suit bearing No.CS/23/2025 in Civil Courts, Panchkula, which is also pending.

8. The applicants have termed the FIR, registered against them as based upon the concocted story, just to involve the responsible officers of the Bank and arm twisting method to settle the financial dispute, whereas, according to the applicants, there are serious concealments in the complaint filed by the complainant regarding the identical complaint.

9. Applicant Ravi B., has asserted that when he came to know about the registration of the said FIR, he has approached this Court, by filing similar application on 06.02.2025, in which, the Registry had raised certain objections, and thereafter, the applicant preferred

anticipatory bail before learned Additional Sessions Judge, Nalagarh.

10. Applicant Ravi B., has also asserted the fact that since no order has been passed by this Court, as such, under this impression the applicant has got mentioned in the bail application filed before Additional Sessions Judge, Nalagarh that the applicant has not filed another bail application before any other Court of law, in which, notices were issued for 05.03.2025 and in the meanwhile, the bail application filed before this Hon'ble Court was registered on 03.03.2025 due to communication gap between the counsel in trial Court and counsel before this Hon'ble Court.

11. When, the applicant came to know that the bail application, which was listed before this Hon'ble Court on 04.03.2025, same was withdrawn with liberty to avail the remedy before the learned Additional Sessions Judge.

12. It is the further case of the applicant Ravi B. that the application moved by the applicant before the Court of learned Additional Sessions Judge, Nalagarh was dismissed only on the ground that he cannot avail the

remedy before the Sessions Court, once he has filed the similar application before the Hon'ble High Court.

13. Asserting the fact that the applicants are from respectable families, as such, having deep roots in the society, a prayer has been made to allow the applications.

14. When put to notice, the police has filed the status report, disclosing therein, that on 29.01.2025, complainant Dinesh Singhal, has made a complaint to Police Station Barotiwala Baddi, disclosing therein the following facts:-

“Criminal Complainant for registration of FIR u/s 406, 409, 420, 467, 468, 471,379, 120B and other relevant sections against Mr. Navjot Manager, Mr. Sidharth Srivastava (Authorized Officer Chief Manager, Mrs. Suman Jam the then Chief Manager, SCO:167-168, Sector S-C, Chandigarh and their other Banking Officers and bank recovery agent namely MPS Rattan, R/O Mohali, who have done forgery and fraud with the applicant as they knowingly forged and fabricated/doctored documents/guarantee papers/guarantee forms/sanction letter and other papers given by the applicants Respected Sir/Mam, We.partners of M/S Vishwakarma Technoforge namely Dinesh Singhal and Arpit Mittal states as follow:1. That in fact applicant Dinesh Singhal, entered into a partnership-deed agreement with another applicant Arpit Mittal in the month of June 2022 for M/S Vishwakarma Technoforge. Village Dharon, PO Badhonighat, Teh. Baddi, Distt. Solan, H.P and afterwards the said company applied for enhancement of its CC limit with Canara Bank, SCO:167-168, Sector

-C. Chandigarh while Arpit Mittal and Dinesh Singhal, were to stand as borrowers cum guarantors by mortgaging their factory, it's land & building plus machinery to the extent of enhanced CC limit only and they were clarified by the above named bank officials namely Mr. Navjot and Mrs. Suman Jain that old loans taken by the old partner of the Vishwakarma Technoforge were either in their personal capacity or the same are already secured through factory land, building and machines of M/S Vishwakarma Technoforge. Since it was assured by the authorized officer cum Chief Manager of the bank namely Mrs. Suman and Mr. Navjot, Manager that the applicant Dinesh Singhal and Arpit Mittal have to give guarantee only to the extent to the enhanced limit i.e. from Rs. 85 lakhs to Rs.3 Crores. However the officials of the bank namely Mr. Navjot and Mrs. Suman Jain got some signatures of the applicant Dinesh Singhal and Arpit Mittal on some papers on the pretext that the bank has to take approval from HSVP/HUDA Panchkula Office and Revenue Office, Baddi so as to get the property mortgaged with them on which the applicant Dinesh Singhal and Arpit Mittal signed some papers where the bank officials have already wrote with the pen the initial of the name of the applicant as "D" (Dinesh Singhal) and applicant as "AM" (Arpit Mittal) and on the pretext of getting approval permission to mortgaged they got signature of applicant Dinesh Singhal and Arpit Mittal on various printed papers/forms and some blank papers as well. 2.

That a sanction letter dated 10/08/2022 and other documents were got signed by the applicant Dinesh Singhal and Arpit Mittal. And as per the bank officials themselves the other loan i.e. GECL-1 and GECL-2 and other loan account were already secured. 3. That after induction of capital (in way of enhanced CC Limit) by newly inducted partner Arpit Mittal the

firm tried to again start production of die steel and other products however since the factory was not situated in a good geographical condition and as the factory is also hit by its weather condition but account was wrongly declared NPA and thereafter the bank initiated wrong SARFAESI proceeding against the partners and guarantors and issued demand notice. Arpit Mittal was surprised to see the wrong loan amount in bank notice u/s 13(2) of SARFESI Act and filed objections to the demand notice specially raising objection with regard to mortgage and other loan documents that however the bank officials failed to decide the specific objections raised by Arpit Mittal on which the applicant Dinesh Singhal and Arpit Mittal approached the bank and raised objections before Manager Mr.Navjot and Mr. Sidharth Srivastava on which the applicant Dinesh Singhal and Arpit Mittal were informed that the bank officials were having the signatures of applicant Dinesh Singhal and Arpit Mittal on the blank papers and on the blank form which the bank can use against them on which the applicant Dinesh Singhal and Arpit Mittal requested the bank officials to give them the photocopies of their guarantee document/sanction letter and other papers however, the bank denied to provide the same. Later on the accused Sidharth Srivastava who is now the Chief Manager of Canara Bank filed section 14 application before Deputy Commissioner by giving totally false and frivolous affidavit alleging therein that the aggregate amount of financial assistance given to the borrower guarantor was Rs.3,70,95,000/- as on 05.08.2022 and previous date whereas in fact the guarantee was given only on 12.08.2022. Infact a forged and frivolous affidavit who has intentionally filed by the Authonsed officer/Chief Manager Mr.Sidharth Srivastava 4. That now the applicants/complainant came to know that the bank officials namely Mr. Navjot, Mrs Suman

Jain Mr.Sidharth Srivastava, Mr. Ravi AGM Authorized Officer of Loan department Canara Bank and Mr. Ravinder Aggarwal the then AGM Authorized Officer of Loan department Canara Bank, by misusing the blank signed papers got signed by them in the name of taking the approval from Panchkula office of HSVP/HUDA and Revenue Department, Baddi prepared forged and fabricated guarantee documents dated 04.08.2022 / 05.08.2022 and the bank officials by forging, by fabricating and by taking mis-use of signatures of applicants and guarantors on some blank papers and blank forms only are blackmailing all of them. The act and conduct of the above named bank officials is also proved from the fact that infact to Estate Officer HUDA also they have not applied for permission of mortgage to the tune of Rs.3,61,65,000/- and even in revenue record also they have not entered their lien to the extent of Rs 3,61,65,000/- the said fact also proved the misdeeds of above named accused bank officials That the guarantee agreement guarantee covering letter dated 05.08.2022 with regard to limit upto Rs.3,61,65,000/- also carries wrong residential address of both the guaranteerseven and those documents are annexed. Infact the document relied upon by the bank as with regard to guarantee agreement itself shows that the signature on blank papers have been later-on misused since the signatures of the applicant as well as Arpit Mittal were taken by mentioning their name as "D" (Dinesh Singhal) and "AM" (Arpit Mittal) on all the guaranteer documents is proved that their signatures have been taken on the blank forms/papers and later-on same was misused by the bank officials named above mentioning wrong date ie 05.08 2022 5. That the accused Mr. Navjot Manager/Authorized Officer, Mr.Sidharth Srivastava Chief Manager, Mrs Suman Jain the then Chief Manager, Mr. Ravi AGM Authorized Officer of Loan department Canara Bank and Mr. Ravinder Aggarwal.the

then AGM Authorized Officer of Loan department Canara Bank Head Office, Plot Number 1, Sector-14, Chandigarh, SCO:167-168, Sector 8-C, Chandigarh have made themselves liable to be prosecuted under section 406,409,420, 467, 468, 471, 120B IPC for forging and fabricating the guarantee documents of the applicant and his wife on following grounds:-a) That the application filed by Sidharth Srivastava before District Magistrate having a supporting affidavit also having the content that the financial assistance granted to the guarantors/borrowers on 05.08.2022 was Rs.3,70,95,000/-whereas infact the CC Limit was enhanced only after 12.08.2022 when the original title deeds were given to the bank hence the application as well as affidavit given by the accused Mr. Sidharth Srivastava, Authorised office Chief Manager is also result of fraud and forgery done by the bank officials with applicant b)That bank while getting the permission from HUDA on date 10.08.2022 also does not sought permission for 3,61,65,000/- and while getting the mortgaged entered into revenue record, Baddi the charges has not been extended to the extent of Rs 3,61,65000/- the same fact also proved that the fraud and forgery has been done by the bank and its officials, c) That the accused officers of the bank have abe done forgery with the guarantors also and have prepared fraudulent guarantee agreement also and have prepared a forged papers regarding deposit of title deed. The guarantee agreement prepared on dated 05.08.2022 having guarantee covering letter dated 05.08.2022 to the extent of Rs.3,61,65,000 is also a forged and fabricated document since when the titled deods were received only on 12.08.2022 when there can't be a guarantee covering letter prior to that moreover the guarantee covering letter relied upon the bank shows that where ever there are signature of applicant is initial were there as AM which shows that a blank filled pro-forma form has been misused by the bank so as to prepare a

guarantee covering letter. d) That Canara Bank in its OA filed at DRT, Chandigarh states that all the original papers of House No. 98, sector 4, Panchkula were submitted on 04/08/2022. But all the original papers of House number 98, sector 4, Panchkula were already mortgaged with The Panipat Urban Co-operative Bank, Village-Rally. Sector 12A, Panchkula from 22/04/2022 till 12/08/2022 for personal loan taken by Ashok Mittal, Chetna Mittal and Arpit Mittal. The Panipat Urban Co-operative Bank released all the the original title deed and other original papers of House number 98, sector 4. Panchkula on 12/08/2022 after the personal loan was cleared on 11/08/2022 and 12/08/2022.6. That under the illegal and unlawful SARFAESI proceedings the erring officials of the bank with unlawful motive took physical possession of the factory premises. Infact, the applicants with their consent gave the possession however, the bank with the malafide intention took the physical possession and appointed some agency of bank recovery agent namely MPS Rattan of Mohali who deployed his goons in the premises and now the bank officials and the said MPS Rattan alongwith his goons are illegally selling the factory equipment's including electricity parts, machinery parts and other material of the factory. The applicants came to know about the illegal activities of the bank officials and said bank recovery agent namely MPS Rattan and his goons by the local residents of the same vicinity who disclosed the applicant that daily they came in their private vehicles in the premises and after loading certain materials with the help of their goons they used to fled away on the side. The nearby residents are even ready to make the statement with regard to theft done in the factory infact, the accused/bank officials and the so-called agency of bank recovery agent namely MPS Rattan are illegally selling the machinery parts from the factory and illegally are visiting the premises on daily basis with unlawful motive.

All above shows that Navjot, Sidharth Srivastava, Suman Jain knowingly and intentionally by forging, fabricating and misusing the papers of the complainant/ applicants etc unlawfully want to grab the property mortgaged in the loan and have prepared fraudulent guarantee agreement, fraudulent deposit of title deed papers, fraudulent letter with regard to permission of mortgage and have fabricated many other loan documents hence, all the bank officials involved in granting loan and disbursing loan are personally responsible hence the FIR be registered against them and strict legal action be taken against the erring bank officials as well as bank recovery agent namely MPS Rattan who is now illegally is doing regular theft in the factory premises. Thanking You"

15. On the basis of the above facts, a prayer has been made to take action against the accused persons, upon which, the police registered the FIR, in question and the police machinery swung into motion.

16. Thereafter, the investigation of the case was entrusted to ASI Naresh Kumar, I.O. Police Station Barotiwala Baddi, District Solan.

17. On 10.2.2025, the complainant has produced the relevant documents of the case, which were taken into possession. Statements of the witnesses were recorded under Section 161 Cr.PC.

18. It is a case of the Police that it was found that during investigation, as well as, on the basis of the papers submitted by the complainant, that the Firm M/S Vishwakarma Technoforge Company was having five loan accounts, with Canara Bank, Sector 8-C Chandigarh. The loan amount involved in those loan accounts is stated to be Rs.85,00,000/- and in order to enhance the limit of those loan accounts, complainant and his partner had made correspondence with Canara Bank, which amount was enhanced to the extent of Rs.2,15,00,000/- for the CC account No.2451261000557. Father of complainant Ashok Mittal and his mother Chetna Mittal, stood guarantors for M/S Vishwakarma Technoforge Company.

19. Thereafter, the Bank has demanded the papers of the property to get mortgaged, in lieu of the loan, upon which, on 12.8.2022, Ashok Mittal had acquired loan from Panipat Urban Cooperative Bank, Sector 12-A, village Raily Panchkula and obtained No Due Certificate and deposited the requisite papers with Canara Bank, Sector-8 Branch Chandigarh.

20. Along with Ashok Mittal, his wife Chetna Mittal, son Arpit Mittal and complainant Dinesh Singhal and his brother Rajesh Singhal, had gone to the Branch of the Bank and deposited the original papers.

21. On 12.8.2022, the officers of Canara Bank, had obtained signatures over the blank papers and forms, however, the original papers of the property of Ashok Mittal were shown to be deposited with Canara Bank on 4/5.8.2022. After some time, due to their bad financial conditions, the said account had become NPA, whereas, the Canara Bank, in order to get the amount recovered has submitted forged guarantee papers of Rs.3,61,65,000/-, instead of Rs.2,15,00,000/- before the Debt Recovery Tribunal, whereas, according to the Police, Ashok Mittal and Chetna Mittal stood guarantors only for Rs.2,15,00,000/-.

22. The guarantee papers were sent to them on 12.08.2022 and at that time, the bank has apprised them that they only stood guarantors of the loan amounting to Rs.2,15,00,000/- and for the old loan of Rs.85,00,000/- and other loans, the factory and the land upon which the

factory has been established, along with machinery, has been mortgaged.

23. It is the further case of the police that the Bank officials got their signatures, over the guarantee papers of Rs.2,15,00,000/- and they misused the blank papers and got prepared the guarantee papers and other relevant documents.

24. It is the further case of the police that the applicants, in this case, have joined the investigation.

25. Applicant Ravi B. has disclosed that the original title deed No.2663/1, dated 12.8.2022 was deposited with the Bank by Ashok Mittal and Chetna Mittal on 12.8.2022, by way of which they stood guarantors for a sum of Rs.2,15,00,000/-, which has been enhanced from Rs.85,00,000/- to Rs.3,00,00,000/-.

26. When, it has been inquired that since sanction letter dated 10.8.2022, bears his signatures, as well as, signatures of both partners Dinesh Singhal and Arpit Mittal, why the document sanction memorandum does not bear the signatures of both the parties and the Bank Manager, upon which, accused Navjot disclosed that the

sanction memorandum was approved by Assistant General Manager, Chandigarh, as such, the same does not bear his signatures as they are authorized only to sanction loan upto Rs.25,00,000/-.

27. Accused Navjot Singh has termed both the sanction letters as genuine, however, according to him, sanction letter dated 5.8.2022, was issued by AGM Office Sector-34, Chandigarh, whereas, letter dated 10.8.2022, was issued by their Branch and they had sanctioned letter dated 10.8.2022, as per the scheme of the Bank.

28. In nut shell, it is the case of the prosecution that the accused persons had got prepared two sanction letters dated 5.8.2022 and 10.8.2022, regarding the loan and when the bank has initiated the recovery proceedings, for a sum of Rs.3,61,65,000/-, instead of Rs.2,15,00,000/-, by depositing the forged guarantee papers, in the recovery proceedings before the Debt Recovery Tribunal, whereas, Ashok Mittal and Chetna Mittal, had signed the guarantee papers for Rs.2,15,00,000/-. When their signatures were obtained on 12.8.2022, it had been apprised to them that both of them

stood guarantors only for a sum of Rs.2,15,00,000/- and guarantee of old loan is stated to be the papers of factory, including the land over which the factory has been established and machinery installed there.

29. It has also been highlighted in the status report that applicant Ravi B. has filed similar application before the Court of learned Additional Sessions Judge, which was dismissed on 5.3.2025.

30. On the basis of the above facts, interim protection was given to the applicants Ravi B., Navjot and Siddharth Srivastva on 10.3.2025, and applicants Ravinder Kumar Aggarwal and Suman Jain, on 30.4.2025.

31. In the status report, which has been filed on 25.3.2025, it has been pleaded that on 13.3.2025, applicant Siddharth Srivastva, has produced original and attested copies of the documents, which were taken into possession. However, according to the Police, letter evidencing deposit of title deeds, has not been produced. Not only this, the bank official is stated to have mentioned the wrong home address and amount in the documents.

32. The original guarantee papers, which were produced by applicant Siddharth Srivastva, home address has wrongly been shown. Highlighting the fact that as per the documents, letter evidencing deposit of title deeds, the original is stated to be deposited by Ashok Mittal and Chetna Mittal with Bank, whereas, as per the documents produced on 13.3.2025, original sale deed was deposited on 12.8.2022. However, none of the applicants could produce any documents or receipt that the title deeds were deposited on 12.8.2022 with the Bank.

33. In addition to this, a stand has also been taken that during investigation, it has been found that the documents dated 5.8.2022, of Canara Bank Sector-8 Chandigarh is the only sanction memorandum, which has been explained as sanction letter by the Bank officials, as the same does not bear signatures of the bank officials nor the signatures of the partners, whereas, in the sanction letter dated 10.8.2022, complainant and his partner Arpit Mittal have signed the same.

34. It is the further case of the police that when the notice was served upon applicant Siddharth Srivastva, he has submitted the reply, which is reproduced as under:

"This is with reference to your subject notice wherein you have sought certain original documents for investigation. Please find the pointwise reply to your notice: 1. The existing OCC limit of Rs 85.00 lacs granted to M/s Vishwakarma Technoforge was enhanced to Rs 300.00 lacs with other existing term liabilities remaining intact. The total exposure of the firm after enhancement was Rs 361.65 lacs including existing term loans. The guarantee agreements were executed by Mr Dinesh Singhal, Mr Arpit Mittal, Mr Rajesh Singhal, Mr Ashok Mittal and Mrs Chetna Mittal for the total exposure of Rs 361.65 lacs. The original guarantee agreements executed by all partners and guarantors have already been provided to you vide your seizure memo dated 13.03.2025. (2.) Letter evidencing deposit of title deeds dated 05.08.2022 is the part and parcel of the property mortgage process of the Bank. Since the property situated at House No. 98, Sector 4, Panchkula has been sold in e-auction to the auction purchaser under SARFAESI Act and chain documents are transferred to third party and same are not available in the present loan file."

35. Similarly, according to the supplementary status report, accused Navjot Singh has disclosed that on 17.6.2022, partners of M/s Vishwakarma Technoforge Company, Mr. Dinesh Singhal and Arpit Mittal, had requested to enhance the loan amount from

Rs.85,00,000/- to Rs.3,00,00,000/-. Application was moved to their Branch at Sector-8, Chandigarh, however, the said branch was authorized only to sanction loan upto Rs.25,00,000/-, as such, the matter was submitted to Regional Office, Section 34, Chandigarh. All the papers were submitted and on 5.8.2022, loan was approved by the Regional Office, whereas, from their Branch, the said loan was sanctioned on 10.8.2022.

36. For the increased amount of loan, Ashok Mittal and Chetna Mittal, stood guarantors, by mortgaging the sale deed of House No.98, Sector 4, Panchkula. When the application for enhancement of loan was made on 17.6.2022, at that time, the amount of Rs.1,46,65,000/- was due against M/s Vishwakarma Technoforge Company, which after addition of amount of Rs.2,15,00,000/- comes to Rs.3,61,65,000/-. As such, the Bank officials had informed the partners through Supplemental Common Hypothecation Agreement, which bears signatures of the partners. The guarantee agreement dated 5.8.2022, was prepared, in which amount of Rs.3,61,65,000/- has been shown, which includes all loan and limit.

37. On 10.8.2022, Sub Registrar Baddi and HUDA Sector-6, Panchkula were supplied with letter of mortgage, in which two GECL loan of Rs.14,65,000/- and Rs.17,00,000/- total Rs.31,65,000/-, were deleted, whereas, Dinesh Singhal and Arpit Mittal have accepted every liability of the firm.

38. Applicant Siddharth Srivastva has also disclosed that the Bank account of M/s Vishwakarma Technoforge Company were NPA and recovery proceedings were initiated. The notices under the SARFAESI Act were issued to the firm partners and guarantors and the notices were also published in the newspapers. Those properties, which were mortgaged by the guarantors were put for auction, upon which, Ashok Mittal and Chetna Mittal had obtained the order from DRT. As per the order, partners and guarantors will deposit Rs.5,00,000/- per month upto 31.5.2024 and they will hand over the possession of the properties of Firm to Bank on 28.12.2023.

39. As per the order, guarantors and partners issued a cheque of Rs.9,00,000/- on 22.12.2023 and handed over the same to the Bank, in the Court itself and

on 26.12.2023, possession of the land of firm was handed over to the bank. The loan amount, as per the Court order was to be cleared on or before 31.5.2024 and it has been ordered that if within the prescribed limit, amount has not been cleared, in that event, guarantors Ashok Mittal and Chetna Mittal will hand over the possession of their house No.98, Sector-4, Panchkula to the Bank.

40. It is the further case of applicant Sidharth Srivastva that the possession of the house has not been given and they have also stopped paying the installments. Consequently, in the month of June, 2024, DRT Chandigarh has passed an order for e-auction of the house of the guarantors Ashok Mittal and Chetna Mittal. The same was sold to Rajinder Kumar Aggarwal son of Shri Ram Swaroop.

41. On 18.4.2025, documents, which were demanded by the Police were handed over to the Police, which were taken into possession. Thereafter, applicant Suman Jain and Ravinder Kumar Aggarwal, also joined the investigation. On 3.5.2025, applicant Ravinder Kumar has

submitted his statement to the police, which was also reproduced in the status report on 17.6.2025.

42. Perusal of the record shows that on 22.6.2025, all accused have joined the investigation.

43. On the basis of the stand as taken in the status reports so filed, it has been argued by Mr. Varun Chandel, learned Additional Advocate General and Mr. V.S. Chauhan, learned Senior Advocate assisted by Mr. Arsh Chauhan, Advocate, appearing for the complainant, in this case, that the applicants are not ordinary persons, but respectable bank officers and they had forged the guarantee given by Ashok Mittal and Chetna Mittal, as both of them stood guarantors only for Rs.2,15,00,000/- and they had forged the documents by enhancing the same by showing them to be a guarantors for Rs.3,61,65,000/-.

44. It has also been prayed that economic offences are different from other offences and the same are to be dealt with stringently, so that faith of the common masses in the bank system should not be shaken.

45. Per contra, it is the stand of Shri Shrawan Dogra, learned Senior Advocate assisted by Shri Sanjay

Dalmia, Advocate, that the applicant, in pursuance of the direction of this Court, has joined the investigation as and when directed by the I.O./Police to do so and submitted all the documents.

46. Moreover, it is the stand of the applicants that all the documents are with the bank and were taken into possession by the police. In this case, it is not the case of the prosecution that the applicants have taken away the documents with them and have not produced the same. Applicants are bank officers and whatsoever allegations have been levelled against them with regard to the enhancement of the amount of guarantee, that will be proved during the trial.

47. At the time of deciding the bail application, detailed discussion of the evidence, so collected, by the prosecution or about the defence, which has been taken, by the applicant, should be avoided, as, it would cause prejudice to the case of the prosecution, as well as, to that of the accused (applicant).

48. In none of the status reports, the prayer for custodial interrogation has been made by the I.O. nor the

learned Additional Advocate General, as well as, learned counsel appearing for the complainant, insisted for custodial interrogation and in the absence of cogent reasons for custodial interrogation, the bail applications cannot be rejected as a matter of punishment as pre-trial punishment is prohibited under the law. Punishment can only be imposed, after the full fledged trial.

49. Even otherwise, except the present case, no other criminal history of the applicants has been mentioned, in the status report. As such, presumption of innocence is still available to the applicants.

50. The applicants have joined the investigation, as and when, directed by the I.O. to do so and it is not the case of the police that in case, the interim order is made absolute, they may not be available for the trial.

51. Even otherwise, in view of the decision of the Hon'ble Supreme Court in **Gurbaksh Singh Sibbia & Others versus State of Punjab, (1980) 2 Supreme Court Cases 565**, a person, having the protection under Section 438 Cr.PC (482 of the BNS), is deemed to have surrendered

himself, if a discovery is to be made. Relevant paragraph 43 of the judgment, is reproduced, as under:-

43. During the last couple of years this Court, while dealing with appeals against orders passed by various High Courts, has granted anticipatory bail to many a person by imposing conditions set out in Section 438(2)(i), (ii) and (iii). The Court has, in addition, directed in most of those cases that (a) the applicant should surrender himself to the police for a brief period if a discovery is to be made under Section 27 of the Evidence Act or that he should be deemed to have surrendered himself if such a discovery is to be made. In certain exceptional cases, the Court has, in view of the material placed before it, directed that the order of anticipatory bail will remain in operation only for a week or so until after the filing of the F.I.R. in respect of matters covered by the order. These orders, on the whole, have worked satisfactorily, causing the least inconvenience to the individuals concerned and least interference with the investigational rights of the police. The Court has attempted through those orders to strike a balance between the individual's right to personal freedom and the investigational rights of the police. The appellants who were refused anticipatory bail by various courts have long since been released by this Court under Section 438(1) of the Code.

52. In the status reports, the prayer has been opposed mainly on the ground that applicants are not giving the true information with regard to the alleged offence. The alleged refusal/non-cooperation of the applicants, to the considered opinion of this Court, could

not be the ground for dismissal of the applications, as no one can be compelled to be the witness against himself, as the same is violative of Article 20(3) of the Constitution of India. It is not the case of the police that some recovery is to be effected from the applicants or at their instance.

53. If the facts and circumstances of the present case are seen in the light of the decision of the Hon'ble Supreme Court in **Tusharbhai Rajnikantbhai Shah versus Kamal Dayani & Others, (2025) 1 Supreme Court Cases 753**, the applicants are entitled to the relief, as claimed, in the applications. Relevant paragraph 43 of judgment, are reproduced, as under:-

"43. We are of the firm opinion that non-cooperation by the accused is one matter and the accused refusing to confess to the crime is another. There would be no obligation upon the accused that on being interrogated, he must confess to the crime and only thereafter, would the Investigating Officer be satisfied that the accused has cooperated with the investigation. As a matter of fact, any confession made by the accused before a police officer is inadmissible in evidence and cannot even form a part of the record."

54. Considering the totality of circumstances, this Court is of the view that the interim protection, granted to

the applicants, is required to be made absolute, as, no useful purpose would be served by dismissing the present applications, which would result into the judicial custody of the applicants.

55. Considering all these facts, the interim orders dated 10.03.2025/30.04.2025, passed by this Court, in all the five cases, are hereby made absolute. Therefore, it is ordered that the applicants be released on bail, in the event of their arrest, in case FIR No.11 of 2025, dated 29.01.2025, registered with Police Station Barotiwala Baddi, District Solan, H.P., under Sections 420, 467, 468, 471, of the IPC, on their furnishing personal bonds, in the sum of ₹50,000/-, each with one surety each of the like amount, to the satisfaction of the Investigating Officer. This order, however, shall be subject to the following conditions :

- a) *That the applicants will join the investigation of the case, as and when, called for, by the Investigating Officer, in accordance with law;*
- b) *That the applicants will not leave India, without prior permission of the Court;*
- c) *That the applicants will not, directly or indirectly, make any inducement, threat or promise to any person, acquainted with the facts of the case, so*

as to dissuade him/her from disclosing such facts to the Investigating Officer or the Court; and

- d) That the applicants shall regularly attend the trial Court on each and every date of hearing and if prevented by any reason to do so seek exemption from appearance by filing appropriate application.*

56. Any of the observations, made hereinabove, shall not be taken as an expression of opinion, on the merits of the case, as these observations, are confined, only, to the disposal of the present applications.

57. The applicants are directed to move regular bail applications, when charge sheet will be filed in the Competent Court of Law.

58. It is made clear that the respondent-State is at liberty to move an appropriate application, in case, any of the bail conditions, is found violated by any of the applicants.

(Virender Singh)
Judge

June 30, 2025 *(ps)*