



2025:DHC:3403



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* IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of Decision: 07.05.2025+ **BAIL APPLN. 3814/2022 & CRL. M.A. 27563/2023 (for addition of Section 174A of IPC) & CRL. M. (BAIL) 1252/2023 (for extension of interim bail)**

JYOTI

.....Petitioner

Through: Mr. Manish Pratap Singh, Advocate.

versus

STATE

.....Respondent

Through: Ms. Manjeet Arya, APP for State with
Inspector Ramkesh, PS EOW.Mr. Satvinder Singh and Mr. Simran
Jot Singh, Advocates for Complainant
*de facto***CORAM: JUSTICE GIRISH KATHPALIA****J U D G M E N T (ORAL)**

1. The accused/applicant seeks regular bail in case FIR No. 207/2019 of PS Economic Offences Wing for offences under Section 406/420/120B IPC. I have heard learned counsel for the accused/applicant and learned APP as well as learned counsel for complainant *de facto*. As reflected from record, vide order dated 03.03.2023, the accused/applicant was released on interim bail by the Predecessor Bench so that parties could try to amicably settle the dispute. The matter was referred by the Predecessor Bench to Mediation Centre, Delhi High Court on 09.05.2024 and thereafter, it remained pending



there till 01.04.2025. Learned APP submits that the mediation proceedings continued to be extended on the basis of approvals granted by the Predecessor Benches.

2. Broadly speaking, the allegation of prosecution is that the co-accused Rakesh Singh (*already on bail vide order dated 05.03.2021 of a coordinate bench of this court*) introduced the present accused/applicant to the complainant *de facto*. The company in which the accused/applicant holds majority shareholding entered into business transaction with the complainant *de facto*. The accused/applicant represented before the complainant *de facto* that she is a rice exporter. The complainant *de facto* delivered rice worth Rs. 3,50,00,000/- to the accused/applicant after she paid an advance amount of Rs. 1,10,00,000/- to the complainant *de facto*. The balance amount was not paid by the accused/applicant, which led to a complaint from the complainant *de facto* registered as FIR No. 207/2019.

3. In the above backdrop, learned counsel for accused/applicant submits that a purely civil dispute has been given colour of criminality, so the accused/applicant deserves to be released on bail, especially being a lady who has already spent about eight months in jail prior to being released on interim bail. Learned counsel for accused/applicant submits that the mediation failed because the accused/applicant is not liable to pay any money and rather it is the complainant *de facto* who owes money to her. This is explained by learned counsel for accused/applicant, disclosing that connected with the said rice transaction, the parties had also entered into



another transaction related to export of fruit and the profits from the same were to be divided between the parties.

4. Learned APP opposes the Bail Application, submitting that it is a clear case of cheating and earlier the accused/applicant applied for anticipatory bail but on being granted interim protection, she absconded and did not join investigation till 16.07.2022. Learned APP contends that the accused/applicant never supplied a copy of her rice export license to the Investigating Officer. Learned APP also contends that the accused/applicant never exported anything, be it rice or fruit.

5. Learned counsel for complainant *de facto* also strongly opposes the Bail Application, contending that the accused/applicant induced the complainant *de facto* into supplying rice by way of misrepresentation that she is a rice exporter. In the course of his submission, learned counsel for complainant *de facto* also takes me through a handwritten settlement which was arrived at between the complainant *de facto* and Rakesh Singh, who subsequently denied his signatures but the signatures on the settlement were found to be genuine by the FSL report.

6. Thence, the fulcrum of criminality in this simple business transaction of supply of rice and non-payment of balance cost thereof lies in the claim of the prosecution and the complainant *de facto* that the accused/applicant never had any export license. On this aspect, Investigating Officer was called upon to show from investigation file any notice, calling upon the



accused/applicant to produce the export license. But Investigating Officer submits that no such notice was issued to the accused/applicant to produce any export license.

7. Another important facet is that even according to the complainant *de facto*, the rice was delivered after the accused/applicant paid an advance amount of Rs. 1,10,00,000/-. That aspect would at least *prima facie* show that at the inception of the transaction, there was no dishonest intention in the mind of the accused/applicant.

8. Yet another important aspect is that the handwritten settlement between the complainant *de facto* and Rakesh Singh, copy whereof was shown to me from investigation file, specifically mentions about a fruit transaction as well. But in his complaint, the complainant *de facto* concealed about that fruit transaction. As mentioned above, it is on account of overall transactions pertaining rice and fruit export that according to the accused/applicant she is not liable to pay any money.

9. Learned counsel for complainant *de facto* now submits that the cheque issued by the accused/applicant got dishonoured. For that, proceedings under Section 138 Negotiable Instruments Act are already pending against the accused/applicant.

10. As regards the previous involvements of the accused/applicant, the learned Predecessor Bench has already taken note thereof in order dated



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03.03.2023. Not only this, even while granting bail to Rakesh Singh vide order dated 05.03.2021 in Bail Application No. 4031/2020, the coordinate bench also took a note of the same.

11. Apart from the aforesaid, I also have in mind that the accused/applicant is a lady who has already suffered incarceration for eight months prior to being released on interim bail. I find no reason to deprive the accused/applicant liberty any further.

12. In view of above discussion, the Bail Application is allowed and the accused/applicant is admitted to bail subject to her furnishing a personal bond in the sum of Rs. 10,000/- with one surety in the like amount to the satisfaction of the learned Trial Court.

13. To conclude, a cautious rider is added that nothing observed in this order shall be read to the prejudice of either side by the Trial Court at the stage of final disposal of the trial. Pending applications stand disposed of.

GIRISH KATHPALIA, J

MAY 07, 2025/DR