

2025:PHHC:066082



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CRM M-25536 of 2025

Date of Decision: 12.05.2025

Sneh Aggarwal

...Petitioner

Versus

State of Punjab

... Respondent

CORAM : HON'BLE MR. JUSTICE N.S.SHEKHAWAT

Present : Mr. Ajay Pal Singh Rehan, Advocate, for the petitioner.

Mr. I.P.S. Sabharwal, DAG, Punjab.

N.S.SHEKHAWAT, J. (Oral)

1. The petitioner has filed the present petition under Section 483(3) of B.N.S.S., 2023 read with Section 528 of B.N.S.S. for cancellation of the anticipatory bail granted to respondent No. 2 vide order dated 22.04.2025 (Annexure P-4) passed by the Court of Additional Sessions Judge, Hoshiarpur in case FIR No.47 dated 04.04.2025 registered under Sections 406 and 420 IPC at Police Station Haryana District Hoshiarpur.

2. The FIR in the present case was registered on the basis of the complaint made by the petitioner and the same has been reproduced below:-

“Complaint number 936-PD dated 19-02-2025, To the Senior Superintendent of Police, Hoshiarpur. Subject-complaint against Vikas Sood son of Shri Shanti Sharoop, resident of near Telephone Exchange, Naloea Chowk, Hoshiarpur, mobile number 9815839001, regarding fraud committed in pursuance of a pre-meditated conspiracy and for mental harassment. Sir, it is requested that my name is Saneh Aggarwal aged 72 years wife of Shri Sham Sundar Aggarwal and I am a resident of Ambey Valley, Hoshiarpur. I want to bring to your notice that Vikas Sood and my elder son became good friends in 1996. They both have done many small and big businesses. In the year 2008, we decided to start the business of manufacturing the chemical used in plywood manufacturing industry and I and Vikas Sood started the said business in partnership in equal shares by investing our money. The money which I invested in this partnership was from my own savings. We kept the name of the firm as S.V. Sales. We purchased a piece of land for this business at village Baghpur and within 6-7 months, the business was started. Vikas Sood was a working partner, whereas I was a sleeping partner in this firm. The work was going on at its own pace. In the year 2012, I was in need of some money to meet some family expenses. Hence I took out Rs. 2,50,000/- from my capital in the firm. The sales kept on increasing gradually and in the year 2017, the sale reached upto Rs. 80,00,000/- per annum. In 2017, we decided to increase the capacity of the plant for which bank loan was required. Because Vikas Sood did not have any property, therefore, my elder son namely Bharat Agarwal

kept his own personal plot as guarantee in Capital Local Small Area Bank, the title deed of which is still with the bank despite the fact that said loan has been repaid In the year 2018, a big factory gave us an order to supply the chemical due to which the annual sale has suddenly increased upto Rs. 2 crores and 20 lakhs. In the year 2019, I received a phone call from my elder son that Vikas Sood has told him telephonically that more funds are required to complete the above order of the big factory therefore they need a bank loan and further told that the area manager of the bank is present in the city with great difficulty for which signatures of your mother are required today itself. Both my elder and younger sons had gone out of the city for vacations with their families for 3-4 days. Since my elder son had told me that Vikas Sood would come home and my signatures are required for loan. We have family relations with Vikas Sood and I treat him like my own son, therefore, I signed on the paper which Vikas Sood had asked me to sign. The sale of the firm kept on increasing every year. I want to bring this to your notice that he kept giving me the money in cash till April, 2022. In the year 2024, I came to know that the sale of the firm has reached upto many crores and when I started asking him about the accounts of firm, he started making excuses, and at one instance, he even told me that I am not a partner in the firm. I was very upset after listening to this and when he showed the paper regarding cancellation of the partnership firm on which I have signed, I became very shocked. When I enquired about this from our common legal advisor namely Mr. Sandeep Kehar Advocate, he told me that

Vikas Sood had come to him with papers and had asked him to prepare the documents for cancellation of partnership, thereafter, he brought the papers on which I had signed. This fact is verified even by Mr. Sandeep Kehar Advocate that I did not put my signatures in his presence and he is ready to give a statement in this regard. After this, we asked Vikas Sood many times to sit with respectables to talk, but he never came rather he started threatening us and mentally harassing us. That I want to bring this to your notice that I have never been to the office of Mr. Sandeep Kehar Advocate. I believe that in 2019, when he came to my house to get my signatures on the bank papers, he also had the papers for revoking the partnership with him. I believe that when our sale increased due to working with a big factory in 2018, the income brought greed and dishonesty in his mind due to which in 2019, he defrauded us in this way, kept us in deception till 2024. Because of this deception, my family and I are mentally disturbed. My age is 72 years and I am sick and upset. Vikas Sood has got my signatures fraudulently, and I had no information regarding this. So it is my humble request that kindly do the needful investigation against him get us back in the partnership firm and get our amount by clearing the accounts till date. I shall be thankful to you. Yours faithful. Saneh Aggarwal, aged 72 years, wife of Sham Sunder Aggarwal, resident of Ambey Valley, Hoshiarpur Mobile No. 9465183370.”

3. Learned counsel for the petitioner contends that the petitioner is 72 years old lady and the respondent No.2 was having relations with the family of the petitioner since 1998. The petitioner

and respondent No. 2 started their business of manufacturing of chemical used in the plywood factories in 2008 in partnership firm under the name and style of M/s SV Sales. Equal amounts were invested by the petitioner and respondent No. 2 and were partners. Learned counsel for the petitioner submits that Vikas Sood, respondent No. 2 was a working partner and the petitioner was sleeping partner. Even, the respondent No. 2 was allegedly requested to increase the capacity of the plant and the loan was required. The loan was taken on the land, however, the loan has been returned to the bank. Learned counsel submits that respondent No. 2 had taken the signatures of the petitioner on the pretext of apply for a bank loan. However, the signatures were fraudulently taken for dissolution of a firm and the signatures of the petitioner were taken by misrepresenting her in absence of her sons by showing that the said documents were bank loan transactions. It has been further alleged that the respondent No. 2 had committed forgery by preparing fake partnership dissolution deed dated 15.04.2019, by taking the signatures of the petitioner by misrepresenting her. Thus, the concession of anticipatory bail was wrongly allowed by the Additional Sessions Judge to respondent No. 2 and the impugned order is liable to be set-aside.

4. I have heard learned counsel for the parties and perused the record.

5. The Additional Sessions Judge, has correctly held that the main controversy in the present case was centered around dissolution deed dated 15.04.2019. As per the complainant, the respondent No. 2 had obtained the signatures of the petitioner at the time, when she was asked to give loan documents to obtain loan for expansion of business. Even another witness stated that the signatures were not taken by the petitioner in his presence. However, at this stage, the trial Court has rightly held that it is a dispute between two partners in a firm and the dispute is primarily civil in nature. The record clearly depicts that there were financial transactions between both the parties and now they are levelling allegations against each other. Even, the prosecution is yet to prove evidence with regard to the involvement of the petitioner in the crime.

6. The Hon'ble Supreme Court in the matter of ***M. Dharmarajam and others Vs. State of Telangana and another, 2020 (1) RCR CrI. 540*** has held as under:

“The factors to be considered while granting bail have been held by this Court to be the gravity of the crime, the character of the evidence, position and status of the accused with reference to the victim and witnesses, the likelihood of the accused fleeing from justice and repeating the offence, the possibility of his tampering with the evidence and witnesses, and obstructing the course of justice etc. Each criminal case presents its own peculiar factual scenario and, therefore, certain grounds peculiar to a particular case may have to be taken into

account by the Court. The court has to only opine as to whether there is prima facie case against the accused. For the purpose of bail, the Court must not undertake meticulous examination of the evidence collected by the police and comment on the same.”

7. In **Raghubir Singh v. State of Bihar** this Court held that bail can be cancelled where (i) the accused misuses his liberty by indulging in similar criminal activity, (ii) interferes with the course of investigation, (iii) attempts to tamper with evidence or witnesses, (iv) threatens witnesses or indulges in similar activities which would hamper smooth investigation, (v) there is likelihood of his fleeing to another country, (vi) attempts to make himself scarce by going underground or becoming unavailable to the investigating agency, (vii) attempts to place himself beyond the reach of his surety, etc. The above grounds are illustrative and not exhaustive. It must also be remembered that rejection of bail stands on one footing but cancellation of bail is a harsh order because it interferes with the liberty of the individual and hence it must not be lightly resorted to.

8. It is trite law that cancellation of bail can be done in cases where the order granting bail suffers from serious infirmities resulting in miscarriage of justice. If the court granting bail ignores relevant material indicating prima facie involvement of the accused or takes into account irrelevant material, which has no relevance to the question of grant of bail to the accused, the High Court or the Sessions Court would be justified in cancelling the bail.”

7. Keeping in view the above discussion, this Court has no hesitation to hold that there is no merit in the present petition and is liable to be dismissed. In fact, the order of cancellation of bail is a harsh order as it interferes with the liberty of an individual and Courts should be slow in interfering with the same. Thus, keeping in view the facts of the case and the law laid down by the Hon'ble Supreme Court, the present petition is ordered to be dismissed.

12.05.2025

amit rana

(N.S.SHEKHAWAT)

JUDGE

Whether reasoned/speaking : Yes/No
Whether reportable : Yes/No