



2026:CGHC:23464

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

MCRCA No. 802 of 2026

**1 - Sangeeta Ketan Shah W/o Ketan M Shah Aged About 48 Years
R/o Surya Vihar Colony A/5, Junwani, Bhilai, Distt Durg Chhattisgarh
(Wrongly Mention In Impugned Order)**

**2 - Ketan M Shah S/o Moolchand Ramji Shah Aged About 58 Years
R/o Surya Vihar Colony A/5, Junwani, Bhilai, Distt Durg Chhattisgarh
(Wrongly Mention In Impugned Order)**

... Applicant (s)

versus

State Of Chhattisgarh Through S.H.O., Police Station Supela, Bhilai,
Distt. Durg Chhattisgarh

... Respondent(s)

For Applicants	:	Mr. Prafull Bharat, Senior Advocate with Mr. Ajay Pal Singh, Advocate
For State	:	Mr. Anish Tiwari, Dy. Govt. Advocate
For Complainant/Objector	:	Mr. Kabeer Kalwani, Advocate

S.B.: Hon'ble Shri Parth Prateem Sahu, Judge

Order On Board

21/05/2026

1. Applicants have preferred this application under Section 482 of BNSS for grant of anticipatory bail as they are apprehending



their arrest in connection with Crime No.0638 of 2026 registered at Police Station- Supela, District- Durg (CG) for the offence punishable under Sections 406, 420, 468 and 471 of IPC.

2. Case of the prosecution in brief, is that, complainant entered into an agreement with applicant No.1 for purchase of property on 13.03.2023 for a total consideration of Rs.50 lakh, against which a sum of Rs.10 lakh has been given in advance. However, pursuant to sale agreement, sale deed was not executed and after some time, it revealed that the property which is subject matter of agreement of sale was already leased out/rented to some other person. It is also allegation that subsequently property was mortgaged by company which is already subject matter of agreement to sale. When report lodged was not given any heed to, complainant has filed complaint case before the Court of Judicial Magistrate First Class, Durg upon which Court has directed for registration of crime . Accordingly, crime bearing No.0638 was registered on 08.05.2026. Applicants are apprehending their arrest in the aforementioned crime.
3. Learned Senior Counsel appearing for applicants submits that it is the applicant No.1 only who entered into the agreement to sell of the property recorded in name of Company. He contended that after execution of agreement, for some reason, sale deed could not be executed and therefore applicant No.1 took a decision to refund the advance amount to complainant.



Complainant has accepted the cheque dated 30.09.2024 which was got encashed on 10.10.2024 and thereafter report was lodged to concerned police station. He contended that in the report lodged before the concerned police station complainant has suppressed the material fact that the applicant No.1 has refunded the advance amount of Rs.10 lakh to him. It is also contention that in the complaint application also complainant has suppressed the fact that advance amount has already refunded on the date of filing of complaint case. It is also contended that prior to filing of complaint case complainant has filed civil suit seeking relief of specific performance of contract based on agreement to sell. This fact is also not pleaded in the complaint application. Applicants have not committed any crime as alleged against them as the amount which is taken as advance pursuant to agreement to sell has already been refunded on the ground that sell deed could not be executed.

4. Learned counsel for the State would oppose submissions of learned counsel for the applicants and submits that from the documents available in the case diary it is appearing that there is a complaint that applicant No.1 entered into agreement to sell showing that property is free from all encumbrances. The said property was possessed by other person on lease/rent. He also contended that applicant subsequently entered into agreement to mortgage the same property with Axis Bank and memorandum is executed on 04.10.2024 . Amount is said to be



deposited by complainant in the account of complainant is only on 10.10.2024 and thereby the applicants have committed the offence alleged .

5. Learned counsel for the complainant/objector would adopt the submissions of learned counsel for the State. He does not dispute handing over the cheque by the applicant No.1 to complainant on 30.09.2024 and its encashment . However, he submits that said amount is paid to complainant against some work done by complainant towards company.
6. I have heard learned counsel for the parties and also perused the documents enclosed along with this bail application.
7. Perusal of the documents enclosed along with bail application would show that copy fo FIR is filed as Annexure P-2. Perusal of the same would show that there is mention that one agreement to sell was executed on 13.03.2023 for total consideration of Rs.50,00,000/-, against which Rs.10 lakh was given as advance. FIR was registered based on the order passed by Judicial Magistrate First Class on the complaint application submitted by complainant. In the FIR there is no mention that complainant has received sum of Rs.10 lakh from applicant No.1. In the FIR there is also no mention that complainant has already filed civil suit for specific performance of contract before the Commercial Court, Durg on which notice was issued to the applicants for their appearance before the concerned Court on 27.01.2026.



Copy of notice and copy of civil suit is enclosed along with this bail application.

8. Though submission is made by learned counsel for the objector/complainant that refund of Rs.10 lakh is against work done by complainant for the company. However, no such document is placed in record to substantiate said allegation. Admittedly, cheque of Rs.10 lakh which was handed over to complainant is dated 30.09.2024 and it was encashed on 10.10.2024. Execution of mortgaged deed is after issuance of cheque by applicant No.1 of Rs.10 lakh to the complainant.
9. Considering the aforementioned facts and circumstances of case, nature of allegation, discussions, and further considering that learned counsel for the complainant has accepted payment of Rs.10 lakh to complainant through a cheque, without commenting anything on merits of the case, I am inclined to grant anticipatory bail to the applicants.
10. Accordingly, the application is allowed and it is directed that in the event of arrest of applicants in connection with the crime in question, they shall be released on anticipatory bail by the Officer arresting them on each of them executing a personal bond in the sum of Rs.25,000/- with one surety in the like sum to the satisfaction of the concerned arresting officer. Applicants shall also abide by the following conditions :-



(i) that the applicants shall make themselves available for interrogation before the Investigating Officer as and when required;

(ii) the applicants shall 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 from disclosing such facts to the Court or to any police officer;

Certified copy as per rules.

Sd/-
(Parth Prateem Sahu)
Judge