Bail application no.561/2026
State Vs. Jagdamba Devi
FIR no.405/2025
PS Hauz Khas
u/s 420/468/471/120B/34 IPC
13.04.2026

Present: Sh. Arun Kumar Singh, Ld. Additional PP for the State.

1. This is an application for anticipatory bail under Section 482 of the BNSS, 2023 (corresponding to Section 438 Cr.P.C.) filed on behalf of the applicant, Jagdamba Devi, who apprehends her arrest in FIR No. 405/2025 dated 11.12.2025 registered under Sections 420/468/471/120B/34 IPC at Police Station Hauz Khas.

2. Briefly stated, the case of the applicant is that she is one of the Directors of M/s Maverick Developers and Colonisers Pvt. Ltd. In the year 2020, the said company entered into a contractual arrangement with the complainant company for the supply of HDPE pipes. It is submitted that the parties shared a buyer-seller relationship. After successful execution of the first purchase order, a second purchase order dated 21.08.2021 was issued for a value of Rs. 6,57,40,000/- (excluding GST).

3. It is further the case of the applicant that in June 2022, Maverick informed the complainant company (OFB) that the material under the second purchase order would not be required, and it was mutually agreed that the said purchase order stood cancelled. According to the applicant, OFB had supplied material worth Rs. 32,38,77,724/- (including GST), whereas Maverick had made total payments of Rs. 35,44,73,000/-,

resulting in an excess payment of Rs. 3,05,95,276/- payable by OFB to Maverick. Despite repeated requests, the said amount has allegedly not been refunded.

4. It is further alleged by applicant that during reconciliation of accounts on 27.10.2023, the complainant company forwarded a ledger indicating that the excess amount had been adjusted against a third entity, namely 'Giga Pipe', through back-dated entries. The applicant disputes any such adjustment, contending that Maverick had no privity of contract with the said entity and that the adjustment was unilateral and unauthorised.

5. It has also been brought on record that Maverick initiated proceedings under Section 8 of the Insolvency and Bankruptcy Code before the National Company Law Tribunal, which were allowed vide order dated 31.07.2025; however, the said order was set aside by the National Company Law Appellate Tribunal in appeal. It is submitted that a Special Leave Petition has been filed before the Hon'ble Supreme Court, wherein notice has been issued.

6. Upon consideration of the record, it is not in dispute that a sum of Rs. 35,44,73,000/- was paid by Maverick to the complainant company. The core dispute between the parties pertains to the amount of Rs. 3,05,95,276/-, which, according to the complainant, stands adjusted, and according to the applicant, remains payable.

7. The complainant has alleged that the applicant and

other co-accused created forged purchase orders. However, it is the stand of the applicant that the said purchase orders were in fact issued by the company itself and are not forged documents. It has been argued that there is neither wrongful gain to the accused nor wrongful loss to the complainant so as to attract the ingredients of the offence of cheating.

8. From the material placed on record and the submissions advanced, it appears that the dispute between the parties arises primarily out of a commercial transaction relating to the supply of goods and subsequent financial reconciliation. The allegations, at this stage, indicate a dispute of civil nature, particularly concerning adjustment of accounts and alleged dues. It also appears that both parties have initiated criminal proceedings against each other, which lends credence to the contention that criminal law is being invoked to settle what is essentially a commercial dispute.

9. Prima facie, the matter appears to be one involving breach of contractual obligations. The appropriate remedy for such grievances lies before the competent civil forum, where proceedings for recovery of money or for specific performance of contract may be instituted in accordance with law.

10. It is well settled that while exercising jurisdiction under Section 438 Cr.P.C. (now Section 482 BNSS), the Court is required to strike a balance between the individual's right to personal liberty and the investigational rights of the police. The principles governing grant of anticipatory bail have been

succinctly laid down by the Hon'ble Supreme Court in Gurbaksh Singh Sibbia v. State of Punjab 1980 SCC (2) 565 and reiterated in Siddharam Satlingappa Mhetre v. State of Maharashtra 1, 2011 (1) SCC 694, wherein it has been held that anticipatory bail is an extraordinary remedy to be granted in appropriate cases where the Court is satisfied that the applicant has been falsely implicated or where custodial interrogation is not required.

11. It is equally settled that criminal proceedings should not be permitted to be used as a weapon for arm-twisting or for settling civil disputes. In numerous cases the Hon'ble Supreme Court has cautioned against giving a criminal colour to disputes arising purely out of contractual obligations, unless the ingredients of the alleged offence are clearly made out from the inception***(Ref: Mohd. Ibrahim vs State of Bihar 2010 AIR SCW 405, Lalit Chaturvedi vs State of Uttar Pradesh 2024 SCC OnLine 171, G. Sagar Suri v. State of U.P. 2000(2) SCC 6361 and M/S. Shikhar Chemicals vs The State of Uttar Pradesh SLP (CRL.) NO.11445 2025).***

12. It is also pertinent to note that the case is primarily based on documentary evidence, all of which are already in existence and can be examined during the course of investigation without requiring custodial interrogation of the applicant. No specific ground has been brought to the notice of this Court necessitating custodial interrogation.

13. In view of the aforesaid facts and circumstances, and without commenting on the merits of the case, I am of the

opinion that the applicant has made out a case for grant of anticipatory bail.

14. Accordingly, in the event of arrest, the applicant Jagdamba Devi shall be released on bail on furnishing a personal bond in the sum of Rs. 50,000/- with one surety of the like amount to the satisfaction of the concerned IO/SHO, subject to the following conditions:

i. The applicant shall join the investigation as and when required by the Investigating Officer and shall cooperate in the investigation.

ii. The applicant shall not directly or indirectly induce, threaten or promise any person acquainted with the facts of the case.

iii. The applicant shall not leave the country without prior permission of the Court.

iv. The applicant shall not tamper with evidence or influence witnesses in any manner.

15. It is clarified that any observation made herein is only for the purpose of deciding the present application and shall not be construed as an expression on the merits of the case.

16. Application stands disposed of accordingly.

17. Copy of this order be given dasti to learned counsels for the parties as well as to the Investigating Officer.

Samar Vishal

Digitally signed by Samar vishal
Date: 2026.04.13 16:44:58 +0530

(Samar Vishal)
ASJ-02/South District
Saket Courts, New Delhi
13.04.2026