

MHKO070003742024



**ORDER PASSED BELOW EXH.NO.1 IN**  
**R.C.C.NO.65/2024**

**Mafatlal Udaji Porwal v. Manibhadra  
Agritek Firm through Ashok Pannalal  
Boradiya @ Ashokkumar Jain**

01. Perused the complaint and documents on records. Perused the verification of complainant. Perused the police report at Exh.7, filed regarding the inquiry as per Section 202 of Code of Criminal Procedure( Cr.P.C). Complainant has filed his say at Exh.9.

02. Ld Advocate of complainant has submitted that, the son of complainant, Mahendra got married to Sonam, daughter of accused no.1, on 30/01/2013 at Rajikavas, Jaswantpura, District Jalor, Rajasthan. Accused no.1 is the father in law of complainant's son. Accused no.2 is the son of accused no.1. The complainant's son Mahendra is employed in California, USA. From the said marriage between Mahendra and the daughter of accused no.1, a girl child named Parshvi was born on 10/10/2015.

03. On 01/11/2014, the accused informed the complainant's son Mahendra over the phone that their wholesale agricultural produce business was running successfully in their village and was earning profits. The accused told Mahendra that they would admit him as a partner in their firm. Accused asked Mahendra to transfer an amount of Rs. 6,00,000/- (Rupees Six Lakhs only) to the account of their firm M/s. Manibhadra Agritech. Accused no.1 was the father in law of Mahendra and the owner and operator of the firm and accused no.2 was his brother in law, the complainant and Mahendra

trusted on accused and accordingly transferred the amount as instructed. On 07/11/2014, an amount of Rs. 2,00,000/- (Rupees two Lakhs only) and on 13/11/2014, an amount of Rs. 4,00,000/- (Rupees four Lakhs only) was transferred from the account of the complainant and his son Mahendra bearing Account No. 30385343990 in State Bank of India, Branch Jaysingpur to the account of the firm M/s. Manibhadra Agritech held by accused no.1 in ICICI Bank, Branch Barow, Account No. 064305500036. Thereafter, in December 2015, the accused again asked the complainant's son to invest Rs.1,00,000/- (Rupees one Lakhs only) in the firm. Accordingly, Mahendra transferred Rs.69,000/- (Rupees Sixty Nine Thousand only) through NEFT from his account No. 07941000028725 in HDFC Bank, Hinjewadi Branch to the account of Accused no. 2. Thereafter, again in February 2017, the accused informed Mahendra that the firm was running in profit and requested him to invest Rs.5,00,000/- /-(Rupees Five Lakhs only) in the firm. Mahendra issued a cheque bearing NO. 347823 from his HDFC Bank, Jaysingpur Branch Account No.00101610040650 and deposited Rs.5,00,000/- (Rupees Five Lakhs only) into the firm account of accused no.1 on 14/02/2017.

04. Thereafter, in July 2017, the accused again asked Mahendra to invest Rs.10,00,000/- (Rupees Ten Lakhs only) stating that the firm was running profitably. Accordingly, on 03/07/2017, Mahendra transferred Rs.5,00,000/- (Rupees Five Lakhs only) from his HDFC Bank, Branch Jaysingpur Account No.00101610040650 to the firm account of accused no.1 in ICICI Bank, Branch Barow, Account No. 064305500036. Further out of trust, Complainant's son again

transferred Rs.3,21,400/- (Rupees Three Lakhs Twenty One Thousand Four Hundred only) i.e 5,000 US Dollars from his US bank account to the firm account of accused no.1 in ICICI Bank, Branch Barow, through online transfer. Thereafter, in October 2018, the accused again requested complainant's son to invest Rs.1,00,000/- (Rupees One Lakhs only) stating that the firm was in profit. Accordingly complainant's son transferred Rs.72,283/- (Rupees Seventy Two Thousand Two Hundred Eighty Three only) in US dollars to the account of accused no.1 on 06/10/2018.

05. Ld Advocate of complainant has further submitted that, in order to gain the trust of the complainant's son, the accused returned certain amounts to complainant's son of Rs.5,00,000/- (Rupees Five Lakhs only) and Rs.8,00,000/- (Rupees Eight Lakhs only). Thereafter, in January 2022, the complainant and his son requested the accused to formally admit complainant's son as a partner in their firm. Accused had repeatedly promised to make complainant's son a partner in their firm while accepting money from him, accused have not admitted complainant's son as a partner in accused firm. Thus, accused no. 1 and 2, in furtherance of their common intention, dishonestly induced the complainant's son Mahendra Porwal to invest money in their firm by falsely promising to make him a partner. With a dishonest to gain wrongful benefit, accused obtained lakhs of rupees from complainant's son from time to time but failed to admit complainant's son as a partner. By making false representations, the accused obtained huge amounts of money from the complainant's son, thereby causing wrongful loss to the complainant's son and wrongful gain to accused. When the

complainant's son realized that, he had been by accused, he filed written complaint to the Police Inspector, Jaysingpur on 19/02/2023. Thereafter, Jaysingpur Police Station issued notices to accused under section 160 of the Code of Criminal Procedure on 24/04/2023. Thereafter the police did not even conduct a basic inquiry of complaint. Hence, this complaint. Hence, it is prayed to issue process against both accused for the offence punishable under Section 406 and 420 read with 34 of IPC.

06. Perused the complaint and documents on the record. Heard Ld. Advocate for the complainant. It appears that the complainant's son Mahendra had invested certain amounts in the firm M/s Manibhadra Agritech belonging to accused no.1. Complainant's son has been reflecting the said investment in his income tax and has also claiming TDS shown by the said firm. It is appears that form 16A (certificate u/s 203 of the Income Tax Act 1961 for tax deducted at source) for the year 2015-2016, 2016-2017, 2017-2018, 2020-2021 has been filed in that regard. It appears that nature of payment 194A I.e interest other than "Interest on securities". It further appears that, an amount of Rs. 13,00,000/- has been transferred from the account of M/s Manibhadra Agritech, to the complainant's son. The said fact is admitted by complainant. There are matrimonial disputes between the complainant's son and daughter of accused no.1. It appears that the daughter of accused no.1 has filed complaint under section 498-A, 406, 323, 120-B of IPC. against complainant, complainant's son, and complainant's wife in Rajasthan on 10/01/2022. Complainant's son Mahendra and daughter of accused no.1 have executed an agreement (Ikrarnama)

dt.20/01/2022, wherein it is mentioned that the remaining amount invested in M/s Manibhadra Agritech would be returned only after payment of maintenance to daughter of accused no.1. The allegations *prima facie* reveal civil in nature arising out of financial transactions and matrimonial nature of dispute.

07. It is necessary to consider the definition of criminal breach of trust. section 405 of IPC, provides that whoever, being in any manner entrusted with property, or with any dominion over property, dishonestly misappropriates or converts to his own use that property, or dishonestly uses or disposes off that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits 'criminal breach of trust'. Thus the facts of present case are considered, it can be seen that the same would not come under the definition of criminal breach of trust. The dispute between the parties is civil in nature and does not attract criminal liability.

08. It is necessary to consider the definition of cheating. section 415 of IPC, provides that whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit, if he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person

in body, mind, reputation or property, is said to cheat. Thus the facts of present case are considered, it can be seen that the same would not come under the definition of cheating. The dispute between the parties is civil in nature and does not attract criminal liability.

09. So far as section 420 of IPC is concerned there is nothing in the complaint from which it can be assumed that the accused, from the beginning of entering into the contract with complainant, were having any intention to cheat the complainant's son. Therefore section 420 of IPC will not apply to the facts of present case.

10. Thus, I hold that, complainant has failed to prove the basic ingredients of alleged offences punishable under Sections 406 and 420 read with Section 34 of IPC. The material on record does not disclose sufficient grounds to proceed against proposed accused for alleged offences. Hence, this complaint is liable to be dismissed *vide* Section 203 of Code of Criminal Procedure. Accordingly, I pass following Order:

**ORDER**

1. This complaint is dismissed *vide* Section 203 of Code of Criminal Procedure.
2. The proceeding is closed accordingly.

Date :12.03.2026

**(Vanita M. Kolekar),**  
J.M.F.C., Jaysingpur  
Court No.3