District-Bokaro

In the Court of the Additional Chief Judicial Magistrate, Bermo at Tenughat

Present: ***Manoj Kumar Prajapati***
Addl. Chief Judicial Magistrate,
Bermo at Tenughat (Bokaro)
J.O. Code- JH00591

Tenughat, dated the 29th day of July, 2026

G.R. Case No. 1707/2015
(Arising out of Nawadih P.S. Case No. 202/2015)

u/s- 406/420/467/468/120-B of IPC

CNR-JHBT03-000159-2015

Prosecution	**State of Jharkhand** *(through Informant Imtiyaz Ahmad, S/o- Basiruddin Mian, R/o- village-Nawadih, P.S.- Nawadih, Distt.- Bokaro, Jharkhand).*
Represented by	***Sri Naveen Kumar Mishra, Ld. A.P.P.***
	Versus
Accused	***1. Nehal Anees,*** *S/o Sri Abu Mohammad, aged about 45 years,* ***2. Alisha,*** *W/o- Nehal Anish, aged about 34 years,* *Both R/o- Village- Kurpania, P.S.- Bermo, Distt.- Bokaro (Jharkhand).*
Represented by	***Sri Sushil Singh, Ld. Advocate.***

Date(s) of Offense	*30th & 31st March, 2015*
Date of FIR	*18.12.2015*
Date(s) of Charge sheet	*31.01.2018*
Date (s) of Charge Framed	*18.02.2019*
Date of Commencement of evidence	*09.05.2019*
Date on Judgment is reserved	*15.07.2026*
Date of the Judgment	*29.07.2026*
Date of Sentencing Order, if any	*29.07.2026*

List of Prosecution/Defence/Court Witnesses

A. Prosecution Witnesses:

Rank	Name	Nature of Evidence (Eye Witness, Police witness, Expert Witness, Medical Witness, Panch Witness, Other Witness)
PW-1	Hanif Ansari	Other witness
PW-2	Jitendra Kumar	Other witness
PW-3	Ataullah	Other witness
PW-4	Md. Munajir	Other witness
PW5	Saakir Ansari	Other witness
PW6	Abdul Ansari	Other witness
PW7	Saakir Ansari	Other witness
PW8	Imtiyaz Ahmad	Informant

B. Defence Witnesses, if any:

Rank	Name	Nature of Evidence (Eye Witness, Police witness, Expert Witness, Medical Witness, Chance Witness, Other Witness)
DW1	Nehal Anees	Accused No. 1

C. Court Witnesses, if any:

Rank	Name	Nature of Evidence (Eye Witness, Police witness, Expert Witness, Medical Witness, Chance Witness, Other Witness)
N/A	N/A	N/A

List of Documentary Evidence

A. Prosecution:

Sr. No.	Exhibit Number	Description
1	P-1/PW	Agreement dt. 31.03.2015
2	P-1/1/PW8	Ekrarnama
3	P-2/PW8	Money receipt dt. 31.03.2015 showing payment to Tata Finanace Co. Ltd.
4	P-3 & 3/1/PW8	Two Money receipt showing payment to Tata Finanace Co. Ltd.
5	P-4 to 4/39/PW8	Thirty six money receipt showing payment to Tata Finanace Co. Ltd.

6	*P-5/PW8*	*Signature of informant on his complaint petition-cum-written report.*
7	*Mark X*	*Stamp Paper*

B. Defence:

Sr. No.	*Exhibit Number*	*Description*
N/A	*N/A*	*N/A*

C. Court Exhibits:

Sr. No.	*Exhibit Number*	*Description*
N/A	*N/A*	*N/A*

C. Material Objects:

Sr. No.	*Material Object Number*	*Description*
N/A	N/A	N/A

J U D G M E N T

1. Above named both the accused persons are facing trial for the offence u/s- 406/420/467/468/120-B of IPC.

2. The prosecution case, based on the complaint petition-cum-written report dated 27.07.2015 of the informant, Imtiyaz Ahmad (PW8), in brief, is that accused Nehal Anees was the owner of a Truck bearing Registration No. JH-09U-8078, which had been purchased through finance from Tata Motors Finance, Dhanbad. It is alleged that on 30.03.2015, both accused approached the informant and showed their desire to sell their truck by stating that 14 installments of the financed vehicle had already been paid, whereas 22 installments were still outstanding and as the accused were allegedly under financial constraints and were unable to ply the vehicle. During the course of negotiation, the informant, Imtiyaz Ahmad, agreed to purchase the said truck. The accused persons represented that all the documents relating to the vehicle were genuine and assured the informant that the ownership and finance-related formalities would be duly completed. Relying upon such representations, the informant agreed to purchase the vehicle for a total consideration of ₹5,50,000/-, comprising payment of ₹2,00,000/- to the accused persons and liquidation of the outstanding finance liability. It is further alleged that on 31.03.2015, in presence of the witnesses, the informant paid a sum of ₹2,00,000/- in cash to the accused persons. Thereafter, both parties proceeded to Tata Motors Finance, Dhanbad, where an amount of ₹3,50,000/- and ₹21,500/- separately was deposited towards the outstanding finance and Tata Motors Finance had issued the relevant documents. The accused persons thereafter got the informant to sign certain papers prepared on a stamp paper, representing that the same pertained to the sale transaction, and also assured that the remaining documents of the vehicle would be supplied within a few days. Consequently, the financier released the vehicle, which was taken by the informant through his driver. The prosecution further alleges that on 05.04.2015, accused Nehal Anees again demanded a sum of ₹63,000/- from the informant on the pretext that the said amount was required for payment of road tax, permit and other charges relating to the vehicle and assured that all the necessary documents would thereafter be handed over. Believing such representation, the informant paid the said amount to the accused persons. However, according to the informant, the accused persons produced only certain tax receipts and failed to furnish the remaining documents or account for the balance amount. It is also alleged that after taking possession of the vehicle, the informant incurred an expenditure of about ₹50,000/- towards replacement of tyres, rims, body repairs and other works to make the truck roadworthy. It is the further case of the prosecution that on 15.04.2015, the accused persons called the informant to Tenughat Court on the assurance that the sale agreement would be executed, the sale letter would be signed and all the remaining documents relating to the truck would be handed over. However, after the informant reached there, neither any document was executed nor were the remaining papers delivered. Instead, the accused persons allegedly demanded an additional sum of ₹2,50,000/- and stated that the remaining documents would be handed over only after payment of the said amount. Upon objection by the informant, both parties proceeded to Tenughat Police Station, but no effective action was taken. Thereafter the informant repeatedly approached the accused persons demanding either the requisite documents of the truck or refund of the total amount of ₹6,63,000/- allegedly paid by him. However, the accused persons neither refunded the amount nor completed the documentation relating to the vehicle. Lastly, it is alleged that the accused persons, in furtherance of their common intention and pursuant to a criminal conspiracy, dishonestly induced the informant to part with a total sum of ₹6,63,000/- by making false representations regarding transfer of the truck and by producing forged vehicle documents. Since no action was taken by the concerned police authorities despite repeated approaches by the informant, the complainant has filed Complaint Petition No. 243/2015 before the court, which was sent to the concerned P.S. for institution of FIR and investigation.

3. On the basis of complaint petition-cum-written report of informant, Nawadih P.S. Case No. 202/2015 dated 18.12.2015, u/s- 406/420/467/468/120-B, I.P.C. was registered against both the above named accused persons.

4. After completion of investigation I.O. submitted charge sheet No. 05/2018 dated 31.01.2018, u/s- 406/420/467/468/120-B of I.P.C. against the accused persons. Accordingly, on the basis of material available on the record, v.o.d. 23.04.2018 cognizance of the offence u/s- 406/420/467/468/120-B of I.P.C. was taken against the aforesaid accused persons by the then ACJM, Bermo at Tenughat.

5. After supply of police paper v.o.d. 18.02.2019, Charge u/s 406/420/467/468/120-B, IPC was framed against the accused and contents of the charge was explained to the aforesaid accused persons in Hindi to which they pleaded not guilty and claimed to be tried.

6. Statement of the accused persons u/s 313, Cr.P.C. has been recorded on 27.05.2026. In their support, the accused Nehal Anees has examined himself as sole defence witness.

7. Now, the point for determination is whether the prosecution has been able to prove the guilt of the accused beyond shadow of all reasonable doubts or not?

FINDINGS

8. In this case, prosecution has examined altogether eight witness :

PW1 – Hanif Ansari, has deposed in his examination-in-chief that the occurrence relates to the year 2015. According to him, accused Nehal Anees and his wife Alisha intended to sell their truck and the informant, Imtiyaz, agreed to purchase the same and the informant paid a sum of ₹2,00,000/- in cash to the accused persons and further deposited about ₹3,50,000/- towards the outstanding finance of the vehicle with Tata Motors Finance, Dhanbad. The accused persons assured that after visiting Tenughat Court, the vehicle along with all relevant documents would be transferred in the name of the informant. However, when the parties reached the Court premises, the accused persons demanded an additional amount of ₹2,50,000/- and consequently neither the truck nor the documents were transferred in favour of the informant. He has further stated that till the date of his deposition, neither the vehicle had been transferred nor had the accused persons refunded the money paid by the informant.

During his cross-examination, this witness stated that the transaction took place on 30.03.2015 and besides him, Ataullah Ansari, Munajir Ansari, Shakir Inayat and Jitendra were also present. He admitted that ₹2,00,000/- was paid in cash, though he could not recollect the denomination of the currency notes. He further stated that the transaction related to Truck No. JH-09U-8078 and that he had also accompanied the informant to Tata Motors Finance, Dhanbad, where the outstanding finance amount was deposited. He admitted that the informant had taken possession of the vehicle after payment of the outstanding installments. He further stated that he did not know with whom the vehicle presently remained, nor could he state the exact amount deposited before Tata Motors Finance or the date on which the accused had originally purchased the vehicle. He also admitted that after purchase of the vehicle, the remaining installments were paid by the informant. He denied the defence suggestion that he was deposing falsely before the Court.

PW–2 Jitendra Kumar, has deposed that the occurrence took place on 30.03.2015. According to him, accused Nehal Anees intended to sell his truck to the informant, Imtiyaz Ahmad. Pursuant to the said transaction, the informant paid ₹2,00,000/- in cash to accused Nehal Anees and his wife Alisha and further deposited the outstanding financed amount of about ₹3,50,000/- with Tata Motors Finance, Dhanbad on 31.03.2015. He has further deposed that accused Nehal Anees reduced the terms and conditions of the transaction into writing on a stamp paper and put his signature thereon, on which this witness also signed. He identified the photocopy of the said stamp paper bearing his signature, which was marked for identification as **Mark-X.** He has further stated that thereafter accused Nehal Anees handed over photocopies of the documents relating to the truck and the informant deposited ₹20,500/- in the yard, whereafter the key of the truck was handed over to the informant, who took the vehicle to Nawadih. According to this witness, accused Nehal Anees assured that the original documents of the truck would be handed over and the vehicle would be transferred in the name of the informant at Tenughat Court. However, on 15.04.2015, when the parties assembled at Tenughat Court, accused Nehal Anees and his wife demanded an additional amount of ₹2,50,000/- and refused to execute the transfer documents unless the said amount was paid. Consequently, the vehicle was neither transferred nor were the requisite documents handed over to the informant. This witness identified accused Nehal Anees in Court and stated that one of the accused was represented through counsel.

In his cross-examination, this witness stated that the informant had identified both the accused persons on the date of the transaction. He further stated that besides him, Ataullah, Munajir, Shakir, Abdul, Hanif and one more person were present at the time of the transaction. According to him, the transaction took place on 30.03.2015 at about 10:00 to 10:30 A.M. He further stated that his residence is situated at a distance of about 500 metres from the house of the informant and that he accompanied the informant during the transaction. He admitted that he had signed the agreement relating to the transaction at Tata Motors Finance, Dhanbad. He further stated that the truck bearing Registration No. JH-09U-8078 remained with the informant after it was taken out from the yard and that the informant himself used to operate the said vehicle and also paid the subsequent installments. He further stated that the accused had informed that since the truck was under finance, an agreement would first be executed and thereafter, the sale letter would be signed. He also stated that before the institution of the case, the informant had informed him that accused Nehal Anees was not executing the transfer documents of the vehicle. He further deposed that when the parties assembled at Tenughat, there was exchange of hot words and thereafter accused Nehal Anees left without transferring the vehicle. Thereafter, they approached Tenughat Police Station, but no action was taken. He finally admitted that though the registered owner of the truck was accused Nehal Anees, the vehicle was being operated by the informant after the transaction.

PW–3 Ataullah, has deposed that the occurrence relates to the year 2015. According to him, on 30.03.2015, accused Nehal Anees and his wife Alisha approached him and informed him that they intended to sell Truck bearing Registration No. JH-09U-8078, which was under finance, and requested him to accompany them to the house of the informant, Imtiyaz Ahmad, at Nawadih. Thereafter, negotiations regarding sale of the truck took place between the parties. In pursuance thereof, the informant paid ₹2,00,000/- in cash to accused Nehal Anees and on 31.03.2015 deposited ₹3,50,000/- towards the outstanding finance with Tata Motors Finance, Dhanbad. The informant also paid ₹21,000/- towards yard charges. He has further deposed that on 31.03.2015, an agreement relating to the transaction was executed at Dhanbad, upon which he signed as a witness. On the same day, accused Nehal Anees handed over the key of the truck as well as photocopies of the vehicle documents to the informant. According to this witness, accused Nehal Anees further assured that the remaining instalments would be paid by the informant and that he would execute the sale letter and transfer the vehicle in favour of the informant at Tenughat Court. The witness has further deposed that on 15.04.2015, he accompanied the parties to Tenughat Court, where accused Nehal Anees demanded an additional amount of ₹2,50,000/- from the informant, which resulted in altercation between them. Thereafter, he pacified both sides and returned to his house. He further stated that he is able to identify the accused persons and that one of the accused was represented through counsel.

In his cross-examination, this witness stated that the occurrence took place on 30.03.2015, though he could not recollect the exact time. He further stated that the house of the informant is situated at a distance of about 35–40 kilometres from his residence and that he had gone to the house of the informant at the request of accused Nehal Anees. He further stated that along with him, Sakir, Ataullah and four to five other persons had accompanied them. He admitted that he has known accused Nehal Anees for about twenty years. He further stated that the truck bearing Registration No. JH-09U-8078 is presently with the informant, though he could not say whether the informant himself is operating the said vehicle. He also stated that in his presence the informant paid ₹2,00,000/- in cash to accused Nehal Anees in ₹500 denomination notes and thereafter accused Alisha received the said amount. He further stated that on 31.03.2015 they proceeded to Dhanbad, where the informant deposited ₹3,50,000/- with Tata Motors Finance and separately paid ₹21,000/- towards repo charges, whereafter the informant took possession of the vehicle and returned to Nawadih. According to this witness, the accused persons had assured at Dhanbad that the vehicle would be transferred in favour of the informant on 15.04.2015 at Tenughat Court. However, on the said date, accused Nehal Anees demanded an additional sum of ₹2,50,000/- and an altercation ensued between the parties, after which they dispersed. He further stated that since then the truck has remained with the informant.

PW4- Md. Munajir, has deposed that the occurrence relates to the year 2015. According to him, on 30.03.2015 accused Nehal Anees and his wife Alisha approached him and informed him that they intended to sell their financed Truck bearing Registration No. JH-09U-8078. Thereafter, he accompanied them to the house of the informant at Nawadih where negotiations regarding sale of the truck took place. The witness has stated that the informant paid ₹2,00,000/- in cash to accused Nehal Anees and on 31.03.2015 deposited ₹3,50,000/- towards the outstanding finance with Tata Motors Finance, Dhanbad. He has further stated that the informant also paid ₹21,000/- towards repo charges. According to him, on 31.03.2015 an agreement relating to the transaction was executed at Dhanbad on which he signed as an attesting witness. He has further deposed that on the same day accused Nehal Anees delivered possession of the truck by handing over its key and photocopies of the vehicle documents to the informant and assured that after payment of the remaining instalments, the sale letter would be executed and the vehicle would be transferred in favour of the informant at Tenughat Court. The witness has further deposed that on 15.04.2015 he accompanied the parties to Tenughat Court where accused Nehal Anees demanded an additional sum of ₹2,50,000/- from the informant, resulting in an altercation between the parties. He stated that he intervened and pacified both sides, whereafter he returned home. He also stated that he is able to identify the accused persons and that one of the accused was represented through counsel.

In his cross-examination, this witness stated that the occurrence took place on 30.03.2015, though he could not recollect the exact time. He further stated that the house of the informant is situated at a distance of about 35–40 kilometres from his residence and that he had gone to the informant's house at the request of accused Nehal Anees. He also stated that Sakir, Ataullah and four to five other persons had accompanied them. According to him, he has known accused Nehal Anees for about twenty years. He further admitted that the truck bearing Registration No. JH-09U-8078 is presently with the informant, though he does not know whether the informant himself is operating the said vehicle. He further stated that in his presence the informant paid ₹2,00,000/- in cash to accused Nehal Anees in ₹500 denomination notes and thereafter accused Alisha took the said amount. He also stated that on 31.03.2015 the informant deposited ₹3,50,000/- with Tata Motors Finance and separately paid ₹21,000/- towards repo charges, whereafter the informant took possession of the vehicle. According to him, the accused persons had assured that the vehicle would be transferred in favour of the informant on 15.04.2015 at Tenughat Court, but on the said date accused Nehal Anees demanded an additional amount of ₹2,50,000/- and thereafter an altercation took place between the parties. He further stated that since then the truck has remained with the informant.

PW–5 Sakir Ansari, has deposed that on 30.03.2015 at about 10:00 to 11:00 A.M., he had gone from Saram to Nawadih. According to him, Truck bearing Registration No. JH-09U-8078 belonged to accused Nehal Anees, who intended to sell the same to the informant, Imtiyaz Ahmad. Negotiations for sale of the truck took place at the house of the informant, where it was agreed that the sale consideration of the truck would be ₹2,00,000/- and that the outstanding finance liability would thereafter be borne by the informant. He has further deposed that on 31.03.2015, the informant paid ₹2,00,000/- to accused Nehal Anees and also deposited a sum of ₹3,50,000/- with the finance company towards the outstanding dues, whereafter the vehicle along with its documents was delivered to the informant. According to him, on the same day an agreement was executed on a stamp paper incorporating the terms and conditions of the transaction, wherein it was recorded that after payment of ₹2,00,000/- to the accused and ₹3,50,000/- to the finance company, accused Nehal Anees would hand over all the documents of the truck to the informant and the informant would thereafter become the owner in possession of the vehicle and would operate the same. The witness has further stated that on 15.04.2015, he, the informant, accused Nehal Anees and his wife

Alisha, along with Ataullah, assembled at Tenughat Court, where the accused persons demanded an additional amount of ₹2,00,000/- from the informant. As the informant refused to pay the additional amount, a dispute arose between the parties and accused Nehal Anees left the place without handing over the remaining documents of the vehicle. Thereafter, the informant instituted the present case. He further stated that he is able to identify both the accused persons, though one of them was represented through counsel.

In his cross-examination, this witness stated that the distance between his residence and the house of the informant is about 15 to 20 kilometres. He further stated that he has appeared before the Court to depose at the request of the informant.

PW–6 Abdul Ansari, has deposed that the occurrence took place on 30.03.2015 at about 09:00 to 09:30 A.M. According to him, accused Nehal Anees was the owner of Truck bearing Registration No. JH-09U-8078, which had been repossessed by the finance company. He has stated that accused Nehal Anees and his wife Alisha intended to sell the said truck to the informant, Imtiyaz Ahmad, and negotiations in this regard took place at the house of the informant. As per the terms settled between the parties, the informant was required to pay ₹2,00,000/- in cash to accused Nehal Anees and further deposit ₹3,50,000/- towards the outstanding dues with the finance company, whereafter the truck along with all its documents would be transferred in favour of the informant. He has further deposed that on 31.03.2015, he along with accused Nehal Anees, Alisha, Sakir, the informant and others went to the office of Tata Motors, where the informant deposited ₹3,50,000/- with the finance company and thereafter, on returning home, paid ₹2,00,000/- in cash to accused Nehal Anees in presence of the witnesses. He has further stated that on the same day an agreement was executed on a stamp paper at Tata Motors, Dhanbad, incorporating the terms of the transaction, wherein it was agreed that accused Nehal Anees would hand over all the documents relating to the truck to the informant. According to him, possession of the truck was also delivered to the informant on 31.03.2015 with an assurance that on 15.04.2015 at Tenughat the remaining documents would be handed over after execution of the necessary agreement. However, on 15.04.2015, when the parties assembled at Tenughat, accused Nehal Anees and his wife demanded an additional sum of ₹2,50,000/- from the informant and on his refusal, no agreement was executed nor were the remaining documents handed over. He stated that he is able to identify both the accused persons and that one of them was represented through counsel.

In his cross-examination, this witness stated that the distance between his residence and that of the informant is about half a kilometer. He admitted that he did not know accused Nehal Anees prior to the transaction and was unaware as to when the accused had purchased the truck. He further stated that he was not aware of the date of institution of the present case and knew only two prosecution witnesses by name. He admitted that under the terms of the transaction, the informant had to pay ₹2,00,000/- in cash to accused Nehal Anees and ₹3,50,000/- to Tata Motors, besides an amount of about ₹30,000/- to ₹31,000/- to the finance company, though he could not state the purpose for which the said amount was paid. He further stated that the total sale consideration of the truck was settled at ₹5,50,000/- and that the remaining installments were to be paid by the informant, though he did not know the exact number of installments. He also stated that after redeeming the truck from the finance company, the informant retained possession of the vehicle and has been operating the same for about ten years. According to him, the entire loan installments have been paid by the informant.

PW-7, Sakir Ansari, has deposed that the occurrence relates to the year 2015. According to him, accused Nehal Anees was the owner of Truck No. JH-09U-8078 and had negotiated with the informant, Imtiyaz Ahmad, for sale of the said vehicle. He stated that he had acquaintance with accused Nehal Anees through driving of trucks. The truck was under finance and fourteen instalments were outstanding. As per the agreement between the parties, accused Nehal Anees was to receive ₹2,00,000/- in cash and the informant was to deposit the outstanding finance amount with Tata Motors Finance Company, whereafter the vehicle would be transferred in the name of the informant. He further stated that the informant deposited the outstanding finance amount and also deposited ₹21,500/- separately towards documentation charges. He has further deposed that a written agreement regarding the transaction was executed on a stamp paper of ₹10/-, on which he signed as an attesting witness. His signature on the agreement has been identified and marked as **Exhibit P-1/PW-7**. According to him, the informant continued to pay the monthly instalments of the vehicle. Thereafter, on 15.04.2015, accused Nehal Anees and his wife Alisha called the informant to Tenughat on the pretext of transferring the vehicle but demanded an additional amount of ₹2,50,000/-. He further stated that accused persons had already received ₹3,50,000/- towards the finance dues, ₹2,00,000/- in cash at Nawadih and ₹21,500/- towards documentation, yet despite repeated requests they neither transferred the truck nor returned the money. According to him, by such conduct the accused persons dishonestly obtained a total sum of ₹5,71,500/- from the informant. He has identified both the accused persons in Court.

In his cross-examination, this witness admitted that he came to know accused Nehal Anees through the transport business and had known him for about ten to eleven years. He stated that he did not know the informant earlier and had appeared before the Court at the request of the informant after receiving a telephone call informing him about the date of evidence. He admitted that he had signed the agreement dated 31.03.2015, which according to him had been prepared by accused Nehal Anees, though he did not know when the stamp paper had been purchased. He further admitted that the truck is still in possession of the informant and after redemption from Tata Motors the vehicle has continuously been operated by the informant. He stated that he had no knowledge regarding the monthly amount of installments or the model of the vehicle or its prevailing market value in the year 2015.

However, he reiterated that fourteen installments were outstanding, ₹2,00,000/- was payable in cash to accused Nehal Anees and ₹3,50,000/- was deposited by the informant with Tata Motors. He also stated that he had signed the agreement outside the premises of Tata Motors, Dhanbad.

PW-8, Imtiyaz Ahmad, is the informant of the case. He has deposed that in the year 2015 accused Nehal Anees, accompanied by Ataullah and Munazir, approached him and offered to sell his Truck No. JH-09U-8078 stating that he was under heavy financial liability and the vehicle had been repossessed by the financer due to non-payment of installments. According to him, after believing the representations made by accused Nehal Anees, he agreed to purchase the truck. He stated that fourteen installments of the vehicle were outstanding and twenty-two installments were yet to fall due. On 31.03.2015 he, along with several witnesses, went to Tata Motors Finance, Dhanbad and deposited ₹21,500/- towards documentation charges and ₹3,50,000/- towards settlement of the outstanding finance dues. He identified the receipt of ₹21,500/-, which was marked as **Exhibit P-2/PW-8**, and also identified the receipts relating to deposit of ₹3,50,000/-, which were marked as **Exhibits P-3/PW-8 and P-3/1/PW-8**. He further deposed that apart from the aforesaid amount, he paid ₹2,00,000/- in cash to accused Nehal Anees and his wife Alisha. In support of the transaction, a written agreement was executed on a stamp paper of ₹10/- bearing the signature of accused Nehal Anees, which has been marked as **Exhibit P-1/1/PW-8**. He further stated that from the year 2015 to 2017 he paid all thirty-six instalments of the vehicle to Tata Finance and produced forty original receipts before the Court, which were collectively exhibited as **Exhibit P-4 series/PW-8**. According to him, on 15.04.2015 the accused persons called him to Tenughat for transfer of the vehicle but demanded an additional amount of ₹2,50,000/- and refused to transfer the vehicle when he failed to satisfy the illegal demand. He has further stated that in all he paid ₹5,71,500/- to the accused persons towards the transaction and also discharged the entire finance liability of the truck, yet the accused persons neither transferred the vehicle in his favour nor returned the money, thereby cheating him. He identified the complaint petition filed by him, which was marked as **Exhibit P-5/PW-8**, and also identified both the accused persons in Court.

In his cross-examination, PW-8 admitted that the truck is presently in his possession and that since 31.03.2015 he has been continuously operating the vehicle, earning profit and bearing the losses himself. He admitted that the weekly installment of the vehicle was ₹61,415/-. He further admitted that the settlement with the finance company was arrived at by paying ₹3,50,000/- towards the outstanding fourteen installments and the remaining amount was restructured. He stated that the agreement was prepared on a stamp paper of ₹10/-, though the stamp paper itself had originally been purchased in the year 2013 in the name of one Raju Driver. He reiterated that on 15.04.2015 the accused persons called him to Tenughat on the assurance of executing the sale letter but instead demanded an additional sum of ₹2,50,000/-.

9. **DW1 Nehal Anees,** is the main accused of this case. In his examination-in-chief he has deposed that his truck bearing registration No. JH-09U-8078 was seized by the Finance Company and the informant has paid Rs. 3,50,000/- as help for depositing the same with the Finance Company and assured that he will return his vehicle when the accused (this witness) return the amount. He further deposed that after two months, when he demanded his truck back, the informant refused and lodged this false case. He further stated that the informant has filed false agreement.

During his cross-examination, he has been confronted with the documents which have been marked exhibits on behalf of the prosecution. Lastly, he says that the informant has forcibly grabbed his vehicle. In para 40, he admitted that uptill now, he has not transferred the ownership of the vehicle in favour of informant.

10. Learned APP has submitted that the prosecution has been successful in proving its case beyond all reasonable doubt. It has been contended that accused persons, with dishonest intention from the very inception, induced the informant to purchase Truck No. JH-09U-8078 by representing that upon payment of ₹2,00,000/- in cash and clearance of the outstanding finance liability, the truck together with all original documents would be transferred in favour of the informant. Acting upon such representation, the informant paid ₹2,00,000/- in cash, deposited ₹3,50,000/- before Tata Motors Finance towards the outstanding dues and also paid the charges demanded by the financer. Thereafter, despite repeated assurances, accused Nehal Anees failed to execute the sale letter or transfer the vehicle in favour of the informant and instead demanded an additional amount of ₹2,50,000/- as a pre-condition for transfer of ownership. It is further submitted that the testimonies of PW-1 to PW-8 consistently corroborate the prosecution story with regard to the negotiation, payment of consideration, execution of agreement, deposit of finance amount, delivery of possession of the truck and subsequent refusal on the part of accused Nehal Anees to honour his commitment. It is argued that the conduct of accused Nehal Anees clearly establishes deception and dishonest inducement from the inception, thereby attracting the offence punishable under Section 420 of the Indian Penal Code. It has further been argued that the defence has failed to probabilize any plausible explanation for the conduct of accused Nehal Anees and even the admissions made by the defence witnesses substantially support the prosecution case regarding the transaction, possession of the truck and payment of finance dues by the informant. It is, therefore, prayed that accused Nehal Anees be convicted.

Per contra, learned defence counsel has contended that the prosecution has utterly failed to establish the essential ingredients of the alleged offences. It has been argued that the entire dispute arises out of a commercial transaction relating to sale of a financed vehicle and, at best, gives rise to a civil dispute. It is further submitted that the informant admittedly obtained possession of the truck on 31.03.2015, has been continuously operating the vehicle since then and has derived commercial benefits therefrom. It is argued that the evidence of prosecution witnesses clearly demonstrates that the truck remained in possession of the informant and that the subsequent instalments were also paid by him. According to the defence, there was no deception or dishonest intention at the inception of the transaction and the prosecution has attempted to convert a purely civil dispute into a criminal prosecution. It is further contended that the prosecution witnesses are interested witnesses, whose testimonies suffer from material contradictions and embellishments. It is also argued that no offence under Sections 406, 420, 467, 468 or 120-B of the Indian Penal Code has been established beyond reasonable doubt and, accordingly, both the accused persons deserve acquittal.

11. Having bestowed anxious consideration to the rival submissions advanced on behalf of the parties, this Court proceeds to examine whether the prosecution has been able to establish the offences alleged against the accused persons beyond reasonable doubt.

12. The accused persons have been charged for the offences punishable under Sections 406, 420, 467, 468 and 120-B of the Indian Penal Code. Before appreciating the evidence available on record, it would be appropriate to examine the essential ingredients of the aforesaid offences. So far as the offence under **Section 406 IPC** is concerned, the prosecution is required to establish that the property was entrusted to the accused and that the accused dishonestly misappropriated or converted the entrusted property to his own use or dishonestly used or disposed of the same in violation of any direction of law or legal contract. Thus, entrustment of property is the sine qua non for constituting an offence under Section 406 IPC. The essential ingredients of **Section 420 IPC** are that there must be deception of a person by the accused; such deception must fraudulently or dishonestly induce the person so deceived to deliver any property or to do or omit to do anything which he would not have done or omitted had he not been so deceived; and such act or omission must result in wrongful loss to one person or wrongful gain to another. The dishonest intention must exist at the very inception of the transaction. Mere subsequent failure to fulfill a promise or mere breach of contract, in absence of dishonest intention at the inception, does not constitute the offence of cheating. For attracting the offence under **Section 467 IPC**, the prosecution must establish that the accused forged a valuable security, will, authority to adopt or any document specified therein with intention to cause damage or injury or to support any claim or title. Mere execution of a document or existence of dispute regarding ownership does not by itself attract the offence unless forgery is affirmatively proved. Similarly, for constituting an offence under **Section 468 IPC**, it must be established that the accused committed forgery specifically for the purpose of cheating. Thus, proof of forgery is a condition precedent for attracting Section 468 IPC. Likewise, to establish an offence under **Section 120-B IPC**, the prosecution must prove an agreement between two or more persons to commit an illegal act or a legal act by illegal means. Such conspiracy may be proved either by direct evidence or by circumstances unequivocally pointing towards a meeting of minds between the conspirators.

The Hon'ble Supreme Court in **Hridaya Ranjan Prasad Verma vs. State of Bihar, (2000) 4 SCC 168**, has held that the distinction between mere breach of contract and the offence of cheating depends upon the intention of the accused at the time when the representation was made. Likewise, in **S.W. Palanitkar vs. State of Bihar, (2002) 1 SCC 241**, it has been held that dishonest intention at the inception of the transaction is the decisive test for constituting the offence of cheating.

13. Now, I am going to appreciate the evidence of prosecution witnesses to find out as to whether the prosecution has been able to prove its case or not ?

PW-8, Imtiyaz Ahmad, being the informant, has deposed that accused Nehal Anees represented himself to be the owner of Truck No.

JH-09U-8078 and expressed his willingness to sell the same on the condition that the informant would pay ₹2,00,000/- in cash besides clearing the outstanding finance liability of Tata Motors Finance. Believing such representation, he paid ₹2,00,000/- to accused Nehal Anees, deposited ₹3,50,000/- before Tata Motors Finance for redemption of the vehicle and also paid the requisite documentation charges. He has further deposed that after redemption, possession of the truck was delivered to him and a written agreement was executed incorporating the terms and conditions of the transaction. According to him, accused Nehal Anees assured that after redemption he would execute the sale letter and transfer the ownership of the vehicle in his favour at Tenughat Court. However, when the parties assembled at Tenughat Court on the appointed date, accused Nehal Anees demanded an additional amount of ₹2,50,000/- and, upon his refusal to pay the said amount, declined to execute the transfer documents. He has further stated that thereafter he continued to pay the remaining installments of the truck and has proved the agreement, the receipts issued by Tata Motors Finance, the installment receipts and other connected documents. During cross-examination (paragraphs 17, 18, 20 and 23), he admitted that the truck remained in his possession after redemption and that he continued to operate the same and pay the remaining installments. He also admitted that the agreement was executed on a stamp paper purchased earlier. However, nothing material could be elicited to discredit his testimony regarding the payment of ₹2,00,000/-, redemption of the finance account, execution of the agreement or the subsequent demand of ₹2,50,000/- by accused Nehal Anees before transfer of ownership. His testimony has remained consistent on all material particulars.

The evidence of PW-1 to PW-7 substantially corroborates the testimony of the informant on every material aspect of the prosecution case. PW-1 has supported the prosecution by stating that the negotiations took place in his presence, the informant paid ₹2,00,000/- to accused Nehal Anees and thereafter deposited the outstanding finance amount before Tata Motors Finance, whereupon possession of the truck was delivered to the informant. Even in paragraphs 4 to 7 of his cross-examination, he remained consistent regarding the payment, redemption of the vehicle and subsequent refusal of accused Nehal Anees to execute the transfer documents after demanding an additional amount. PW-2, an attesting witness to the written agreement, has fully corroborated the execution of the agreement, payment of ₹2,00,000/-, discharge of the finance liability and delivery of possession of the truck. His cross-examination in paragraphs 7, 8, 11, 15 and 19 also affirms that the agreement was executed at Tata Motors Finance and that accused Nehal Anees later demanded ₹2,50,000/- before effecting the transfer. PW-3 and PW-4 have also consistently supported the prosecution by deposing that the informant paid the agreed cash consideration, redeemed the vehicle by paying the outstanding dues before Tata Motors Finance, obtained possession of the truck and was thereafter denied transfer unless additional money was paid. Their cross-examinations in paragraphs 11 to 13 have not shaken these material facts. PW-5 has likewise supported the prosecution regarding the negotiations, execution of the agreement, payment of consideration, redemption of the vehicle and the subsequent unlawful demand raised by accused Nehal Anees. PW-6 has specifically deposed that the truck had been repossessed by Tata Motors Finance and that the informant redeemed it after paying the outstanding dues. In paragraphs 14, 26 and 27 of his cross-examination, he admitted that the informant not only redeemed the truck but also continued to pay the remaining instalments while retaining possession thereof. PW-7, another attesting witness to the agreement, has proved the execution of the agreement and the payment made by the informant towards redemption of the vehicle. His cross-examination in paragraphs 17 and 24 also corroborates the prosecution version regarding execution of the agreement and payment of the finance dues. Thus, the evidence of PW-1 to PW-7 is consistent, mutually corroborative and lends complete assurance to the testimony of the informant on all material particulars.

14. Apart from the oral evidence, the prosecution has also relied upon several documentary exhibits. Exhibit-1 series comprises the agreement executed between the parties relating to the sale transaction of Truck No. JH-09U-8078. PW-2, PW-7 and PW-8 have identified the agreement and their respective signatures appearing thereon. The execution of the agreement has not been effectively disputed during their cross-examination. The prosecution has further proved the receipts issued by Tata Motors Finance showing deposit of ₹21,500/- towards documentation charges and ₹3,50,000/- towards settlement of the outstanding finance dues, which have been marked as Exhibit-2 and Exhibit-3 series. Exhibit-4 series consists of the receipts showing payment of subsequent instalments by the informant. The complaint petition has been proved as Exhibit-5. The aforesaid documentary evidence substantially corroborates the consistent oral testimonies of PW-1 to PW-8 regarding the transaction entered into between the parties, payment made by the informant, redemption of the financed vehicle and execution of the written agreement. Significantly, no evidence has been adduced by the defence to establish that the receipts issued by Tata Motors Finance or the instalment receipts produced by the informant are fabricated or forged. Consequently, the documentary evidence lends considerable assurance to the prosecution version.

The defence has also adduced oral evidence. The defence witness (accused) has attempted to contend that the dispute is purely civil in nature arising out of a transaction of sale of a truck. However, during their evidence, certain material admissions have been made which assume considerable significance. The defence evidence substantially admits that Truck No. JH-09U-8078 was owned by accused Nehal Anees and that the same had been financed through Tata Motors Finance. The defence has not disputed that the truck ultimately came into possession of the informant. The defence has also not seriously disputed that the outstanding finance dues were cleared by the informant and that thereafter the remaining instalments were also paid by him. These admissions are consistent with the prosecution evidence and materially support the prosecution case regarding the financial transaction between the parties. The defence has also admitted the execution of the transaction relating to the truck and the delivery of possession to the informant. Thus, the principal controversy no longer remains regarding the existence of the transaction or the payment made by the informant. The real controversy is whether accused Nehal Anees had dishonest intention at the inception of the transaction while inducing the informant to part with substantial amounts on the assurance that the ownership and documents of the truck would be transferred in his favour.

The law is well settled that admissions made by the defence constitute substantive evidence and can be relied upon to the extent they support either side. In the present case, the admissions elicited from the defence evidence materially corroborate the prosecution case regarding the payment made by the informant, possession of the truck and discharge of the finance liability. Consequently, the defence evidence does not probabilise the plea of complete innocence; rather, it confirms several foundational facts constituting the prosecution case.

15. The principal question which falls for determination is whether the transaction in question merely amounts to breach of contract or whether it constitutes the offence of cheating punishable under Section 420 of the Indian Penal Code. From the evidence discussed above, it stands established that accused Nehal Anees represented to the informant that the truck would be sold to him provided he paid ₹2,00,000/- in cash and discharged the outstanding finance liability. Believing the said representation, the informant altered his position to his prejudice by paying ₹2,00,000/- directly to accused Nehal Anees, depositing ₹3,50,000/- before Tata Motors Finance, paying the documentation charges and thereafter continuously paying the remaining instalments of the financed vehicle. The oral evidence of PW-1 to PW-8 as well as the documentary exhibits consistently establish these facts. The conduct of accused Nehal Anees subsequent to receipt of the aforesaid amounts is equally significant. Instead of honouring his representation and completing the transfer of ownership, he demanded an additional amount of ₹2,50,000/- at Tenughat Court before executing the transfer documents. None of the prosecution witnesses has been effectively contradicted on this aspect. On the contrary, PW-1, PW-2, PW-3, PW-4, PW-6, PW-7 and PW-8 have consistently spoken about the said demand. This circumstance assumes considerable importance because the alleged demand of additional money was never part of the original agreement between the parties. It is true that the informant remained in possession of the truck and continued to operate the same. However, mere delivery of possession does not absolve the accused of criminal liability if the evidence establishes that the informant was induced to part with substantial amounts on the assurance that lawful ownership together with the original documents would be transferred in his favour. Possession of the vehicle and transfer of lawful title are distinct legal concepts. The evidence on record clearly demonstrates that despite obtaining the entire consideration agreed between the parties and despite the informant clearing the outstanding finance liability, accused Nehal Anees declined to execute the transfer documents unless an additional amount was paid. The cumulative conduct of accused Nehal Anees assumes greater significance when viewed in the backdrop of the entire transaction. The prosecution has established that the accused induced the informant to redeem his financed vehicle by utilising the informant's money, obtained cash consideration for himself, allowed the informant to discharge the remaining financial liability and thereafter refused to complete the transaction unless further money was paid. Such conduct cannot be viewed as a mere subsequent breach of contract simpliciter. Rather, the chain of circumstances unmistakably indicates that the representations made by accused Nehal Anees were intended to induce the informant to part with his money and discharge the liabilities of the accused. The subsequent demand of ₹2,50,000/- immediately before execution of the transfer documents assumes immense evidentiary value. Had accused Nehal Anees genuinely intended to complete the transaction according to the original understanding, there was no plausible reason to insist upon a fresh financial demand after receiving the agreed consideration and after obtaining the benefit of redemption of the financed vehicle. This subsequent conduct furnishes a strong circumstance from which the dishonest intention existing at the inception of the transaction can legitimately be inferred.

16. The defence has seriously contended that the present dispute is purely civil in nature arising out of breach of a contractual obligation. There can be no quarrel with the settled proposition that every breach of contract does not constitute the offence of cheating. However, it is equally well settled that where the intention to deceive exists from the inception of the transaction and the complainant is induced to part with his property on the basis of false representations, criminal liability under Section 420 of the Indian Penal Code stands attracted notwithstanding the existence of a civil remedy.

From the consistent testimonies of PW-1, PW-2, PW-3, PW-4, PW-5, PW-6, PW-7 and PW-8, it stands proved that accused Nehal Anees represented to the informant that if the latter paid ₹2,00,000/- and cleared the outstanding finance liability of the truck, the vehicle together with all original documents would be transferred in his favour. Believing such representation, the informant altered his position by paying substantial amounts not only directly to accused Nehal Anees but also to Tata Motors Finance for redemption of the truck. Thereafter, the informant continued to discharge the remaining installments of the vehicle. The prosecution witnesses have consistently stated that when the parties assembled at Tenughat Court for completion of the transfer, accused Nehal Anees, instead of honouring his commitment, demanded an additional amount of ₹2,50,000/- and refused to execute the transfer documents. This aspect of the prosecution case assumes immense significance. The demand of an additional amount was never part of the original agreement between the parties. The evidence further reveals that despite receiving the agreed consideration and securing redemption of his financed vehicle through the money arranged by the informant, accused Nehal Anees deliberately withheld the transfer of ownership unless further payment was made. Such conduct cannot be explained as a mere failure to perform a contractual obligation. Rather, the entire sequence of events unmistakably demonstrates that accused Nehal Anees induced the informant to part with his money by making representations which he ultimately had no intention to honour in accordance with the original understanding. The defence has emphasized that the truck remained in possession of the informant. In the opinion of this Court, such circumstance by itself does not absolve accused Nehal Anees of criminal liability. Delivery of physical possession of the truck is entirely different from transfer of lawful ownership and legal title. The prosecution case is not founded merely upon non-delivery of possession but upon dishonest inducement resulting in payment of substantial amounts by the informant on the assurance that lawful ownership together with all necessary documents would be transferred in his favour. The evidence clearly establishes that despite obtaining the entire financial benefit contemplated under the original arrangement, accused Nehal Anees refused to complete the transaction unless an additional unlawful demand was satisfied. The evidence of PW-2 and PW-7 regarding execution of the written agreement, the evidence of PW-8 proving the receipts issued by Tata Motors Finance, the consistent evidence of PW-1, PW-3, PW-4, PW-5 and PW-6 regarding payment of consideration and the admissions made during defence evidence collectively inspire confidence. The prosecution witnesses have remained consistent on all material particulars. The minor discrepancies appearing in their depositions relate only to peripheral matters and are natural after lapse of considerable time. Such insignificant variations do not affect the core substratum of the prosecution case.

17. So far as the offence punishable under **Section 406 IPC** is concerned, the prosecution has failed to establish the essential ingredient of entrustment. The money paid by the informant constituted consideration under the alleged transaction of sale and not property entrusted to the accused for any specific purpose. Consequently, the offence of criminal breach of trust is not made out. Similarly, the prosecution has failed to establish beyond reasonable doubt that the agreement or any other document relied upon during trial was forged by accused Nehal Anees. No expert evidence has been adduced to prove forgery and no convincing material has been brought on record to establish fabrication of any document. Consequently, the essential ingredients of **Sections 467 and 468 IPC** remain unproved. Likewise, except making a general allegation against accused Alisha, the prosecution has failed to adduce cogent evidence establishing any prior meeting of minds or agreement between both the accused persons to commit the alleged offences. Mere presence of accused Alisha during certain stages of the transaction is by itself insufficient to establish criminal conspiracy. Consequently, the offence punishable under **Section 120-B IPC** is also not proved beyond reasonable doubt.

18. So far as accused **Alisha** is concerned, the evidence available on record merely indicates her presence during certain stages of the transaction. The prosecution has not succeeded in establishing beyond reasonable doubt that she independently made any fraudulent representation or dishonestly induced the informant to part with money. No specific overt act constituting the ingredients of Section 420 IPC has been satisfactorily proved against her. The benefit of doubt, therefore, deserves to be extended to accused Alisha. Accordingly, accused **Alisha is acquitted of the charges under Sections 406, 420, 467, 468 and 120-B of the Indian Penal Code.**

However, the evidence against accused **Nehal Anees** stands on an entirely different footing. The prosecution has successfully established that he induced the informant to part with substantial amounts by representing that the truck together with all legal documents would be transferred upon payment of the agreed consideration and redemption of the finance liability. Acting upon such inducement, the informant not only paid ₹2,00,000/- directly to accused

Nehal Anees but also discharged the outstanding finance liability and thereafter continued to pay the remaining installments of the truck. Despite obtaining the entire financial benefit arising out of the transaction, accused Nehal Anees deliberately refused to execute the transfer documents and instead demanded an additional amount of ₹2,50,000/-. His conduct, viewed in its entirety, unmistakably establishes deception, dishonest inducement and fraudulent intention attracting the ingredients of Section 420 of the Indian Penal Code. The prosecution has thus succeeded in proving the charge under **Section 420 IPC** against accused **Nehal Anees** beyond all reasonable doubt.

19. Thus, the accused person **Nehal Anees** is **convicted under Section 420 of IPC** and **acquitted under Sections 406, 467, 468 and 120-B IPC**. The accused is on bail and are present in the court today. His bail stand cancelled and they are taken into custody. Put up after recess for hearing on the point of Sentence.

Judgment delivered by me in the open court.

(Judgment Dictated, Corrected & Pronounced by me in the open court)

sd/-	sd/-
(Manoj Kumar Prajapati)	(Manoj Kumar Prajapati)
Addl. Chief Judicial Magistrate	Addl. Chief Judicial Magistrate
Bermo at Tenughat	Bermo at Tenughat
Dated:- 29.07.2026	Dated:- 29.07.2026

HEARING ON THE POINT OF SENTENCE

Later on

29.07.2026

20. At the stage of hearing on sentence, learned APP has submitted that the offences for which the accused person stands convicted under Sections 420 IPC is not trivial in nature. It is argued that the convict acted in a per-planned manner to induce the informant and therefore, the convict does not deserve undue leniency. It is accordingly prayed that appropriate sentence as prescribed under law be imposed upon the convict.

Per contra, learned defence counsel has submitted that the convict is first-time offenders and have no previous criminal antecedents. It is contended that the occurrence arose out of a long-standing dispute between the parties. Learned defence counsel further submits that the offence is punishable with short-term imprisonment and does not involve moral turpitude of a grave nature.

21. I have considered the rival submissions advanced on the point of sentence and have also perused the record carefully. The offences for which the accused Nehal Anees has been convicted, namely under Sections 420 of IPC. However, the Court also takes note of the following mitigating circumstances:

- the convicts have **no previous criminal history**;
- the incident occurred more than four years ago and the accused have faced the ordeal of trial for a considerable period;
- the dispute is essentially personal and civil in nature;
- there is nothing on record to suggest that the convict is habitual offenders or that their release would endanger public peace.

In these circumstances, convict **Nehal Anees** is sentenced to undergo Simple Imprisonment for 02 (two) years with fine of Rs. 10,000/- (Ten thousand) only u/s 420, IPC. In case of default of payment of fine, the convict shall further undergo S.I. for 15 days.

Order of Sentence delivered by me in the open court.

(Judgment Dictated, Corrected & Pronounced by me in the open court)

sd/-	sd/-
(Manoj Kumar Prajapati)	(Manoj Kumar Prajapati)
Addl. Chief Judicial Magistrate	Addl. Chief Judicial Magistrate
Bermo at Tenughat	Bermo at Tenughat
Dated:- 29.07.2026	Dated:- 29.07.2026