In the Court of Sh.Gurmeet Tiwana, Additional Sessions Judge, Kapurthala (UID No. PB-0249).

CNR No. PBKP010041862025

Case No. BA/1727/2025

Presented on	**:**	18-07-2025
Registered on	**:**	19-07-2025
Decided on	**:**	22-08-2025

Sahil Seth aged about 34 years son of Sh.Raman Seth, resident of H.No.205, Mansa Devi Road, New Adarsh Nagar, Phagwara, Kapurthala.

.... Accused/applicant

Versus

State of Punjab.

……. Respondent.

FIR No.160 dated 14.07.2025,
Under Section 420 IPC
P.S. City Phagwara, District Kapurthala.

Application for bail under Section 482 BNSS.

Present: Sh.Jatinder Sekhri,Advocate for the accused/applicant.
Sh.APS Dhillon, Additional Public Prosecutor for the State/respondent, assisted by Sh.Rajiv Puri, Advocate, for the complainant.

ORDER

Present bail application is filed by the accused Sahil Seth under Section 482 of the BNSS, 2023.

2. Notice of the bail application was given to the State. No reply was filed. Matter could not be settled by the parties in mediation.

3. I have heard learned counsel for the accused/applicant and learned Additional Public Prosecutor for the State and have gone through the record with their able assistance.

4. Learned counsel for the accused/applicant has argued that the accused-applicant was in need of money. He had approached Balraj

Kumar Mehra, a friend, for transfer of funds for short period and agreed to pay the same with interest. In fact, interest has been paid by the accused-applicant periodically. Due to old relationship with Balraj Kumar Mehra, accused-applicant hand handed over blank signed cheques, signed stamp papers and signed blank papers. Accused-applicant was unable to arrange the funds. Thereafter, there was some dispute. He misused the said blank signed papers in connivance with the complainant Krishan Gopal. Accused-applicant does not even know Krishan Gopal and has not even met him. Now a story is concocted that the accused-applicant had entered into agreement with Krishan Gopal, whereby he received Rs.35 Lacs and executed agreement dated 10.09.2024. In the FIR itself, it is stated that on 02.04.2024, Rs.7 Lacs was transferred and on 13.05.2024, Rs.5 Lacs was transferred and on 14.05.2024, Rs.3 Lacs was transferred. To explain those transactions, accused-applicant has placed on filed whatsapp chat with Balraj Kumar Mehra. In the chat dated 01.04.2024, Balraj Kumar Mehra was asking about the account number. Accused-applicant sent his account in Dhan Luxmi Forex Finance, Kotak Mahindra Bank. Then Balraj Kumar Mehra got the amount transferred. In the chat dated 13.05.2025, accused-applicant acknowledged receipt of amount of Rs.7 Lacs and 5 Lacs. Then, there is communication from the complainant that amount is required for two weeks only. In the chat dated 12.07.2024, accused-applicant acknowledged to have received Rs.5 Lacs for one month. Thus, the payments stated in FIR are explained through these messages that real transaction was between the accused-applicant and

Balraj Kumar Mehra. In chat dated 15.07.2024, Balraj Kumar Mehra had asked for Rs.15,000/- interest and had sent his QR Code also. As per chat dated 18.09.2024, Rs.15,000/- was paid to M/s Pitambra and Company, owned by Balraj Kumar Mehra. Balraj Kumar Mehra had forwarded the account numbers of Manpreet Kaur wife of Krishan Gopal and Krishan Gopal on 28.09.2024. As per the chat dated 14.10.2024, Rs.50,000 was transferred, which are admitted by Balraj Kumar Mehra in the chat. Rs.50,000/- are paid on 01.08.2024, Rs.50,000/- are on 03.08.2024, Rs.15,000/- are on 03.09.2024, Rs.6,000/- are on 18.10.2024 and Rs. Rs.15,000/- are on 15.11.2024 to Pitambra and Company and Rs.15,000/- are on 16.08.2024 and Rs.15,000/- are on 15.11.2024 in M/s Durga Services Account. Thus, there was only a loan transaction between the accused-applicant and Balraj Kumar Mehra. He misused the blank security documents. Accused-applicant is ready to pay Rs.12 Lacs in installments to Balraj Kumar Mehra. Complainant is only a pawn of Balraj Kumar Mehra. Accused-applicant never entered into any agreement. Therefore, in the event of his arrest, he be released on bail.

5. On the other hand, learned Additional Public Prosecutor for the State opposed the bail application and has argued that the accused-applicant had entered into an agreement to sell a house, in which he was residing to the complainant on 10.09.2024. He received Rs.20 Lacs through bank transaction and Rs.15 Lacs in cash. He executed the agreement to sell and was to execute sale deed on 21.11.2024. Later, it was found that the house belongs to Sapna Chadha and not to accused.

Accused-applicant was successful in cheating the complainant because he was residing in the said house. Now accused-applicant is taking a plea regarding financial transaction with Balraj Kumar Mehra but he is not denying his signatures on the agreement with the complainant. The amount is transferred from the account of the complainant to the account of the accused-applicant. It cannot be explained by self-serving whatsapp chat between the accused-applicant and one Balraj Kumar Mehra. Recovery is to be effected. Custodial investigation is necessary.

6. Learned counsel for the complainant added that the accused-applicant has been cheating other persons also on these pretexts. There are four complaints moved against the accused-applicant by different persons. In those complaint also, same *'madus operandi'* is used by the accused-applicant. He is habitual and past master in cheating people. He is not entitled to bail.

7. To rebut the arguments, learned counsel for the accused-applicant has submitted that the four complaints to which learned counsel for the complainant is referring to, have already been compromised. Accused-applicant is ready to compromise the present dispute also but he cannot be compelled to pay huge amount of Rs.35 Lacs. In fact, his liability is Rs.12 Lacs only and he is ready to pay the same in installments. Therefore, application be allowed.

8. After hearing rival contentions, I have perused the file. It is on record that Rs.20 Lacs are transferred to the account of accused, Firm Dhan Luxmi Forex Finance, Kotak Mahindra Bank from the account of

the complainant or his wife. The allegations are that he had received Rs.15 Lacs cash also and executed the agreement dated 10.09.2024. Accused is also not denying his signatures on the agreement but has taken a plea that he had financial transaction, Balraj Kumar Mehra had got arranged that amount and he had been paying the interest and he is ready to pay the remaining amount. Admittedly, the accused has not returned the amount and is also taking a plea that the agreement dated 10.09.2024 is a forged document. Such a plea cannot be considered at this stage when the accused-applicant himself has not made any positive gesture even to return the amount, if he had taken a loan only. Section 318 of BNS, 2023 defines cheating. **Illustration (f) says as under :**

> *"A intentionally deceives Z into a belief that A means to repay any money that Z may lend to him and thereby dishonestly induces Z to lend him money. A not intending to repay it. A cheats."*

Thus, even if one borrows money with no intention to return the same, it amounts to cheating. In the present case, although version taken by the accused-applicant on the basis of self-serving whatsapp with Balraj Kumar Mehra, is not believable but even then he has failed to return huge money credited to his account by the complainant. In these circumstances, he is not entitled to benefit of bail under Section 482 of the BNS, 2023. Therefore, the application is dismissed. File be consigned to the record room.

Pronounced in open Court.
Dated:22.08.2025.
Mohinder Kumar

(Gurmeet Tiwana)
Additional Sessions Judge,
Kapurthala (UID No. PB-0249).