

Adarsh Garg vs. State

**IN THE COURT OF
Additional Sessions Judge
AT ,S.A.S Nagar
(Presided Over by Sh. Hardip Singh)**

BA/2366/2026

Adarsh Garg son of Surender Paul Garg, r/o House no. 82, Sector 6,
Panchkula.

.... Applicant

Vs.

SHO, PS Sohana, SAS Nagar.

.... Respondent.

FIR No.215 dated 27.07.2026
under Sections 406,420,465,467,468,471,120 B
IPC
Police Station Sohana .

Bail Application under Section 482 BNSS.

Present : Sh. Naresh Jain Advocate, counsel for applicant/accused.

Sh. Ravinder Singh , Addl. PP for State assisted by

Sh. Jagdeep Singh Chahal Advocate counsel for complainant .

ORDER

This order of mine shall dispose of pre arrest bail application preferred by applicant .

2. Learned counsel for the applicant/accused has argued that false and baseless case has been registered against the applicant/accused. No offence is made out against the applicant/accused. He has been falsely implicated in the present case. He further argued that petitioner is neither a flight risk nor in a (Hardip Singh), ASJ, SAS Nagar

position to tamper with the evidence or to influence any witness. He further argued that allegations regarding non registration of the dissolution deed or subsequent partnership deed is legally inconsequential since registration of such document is not mandatory under Partnership Act. Complainant never supplied the original Bayanas despite repeated requested and instead lodged a DDR alleging that documents had been lost. He further argued that there is no allegation that applicant forged any document in his own handwriting, fabricated any signature or used any forged document knowing it to be forged. No recovery remains to be effected from the applicant. He further argued that entire prosecution case arises from commercial and partnership transactions supported exclusively by documentary evidence. The dispute is essentially civil/commercial in nature. He is not required for custodial interrogation. As such, prayer has been made for grant of bail.

3. Upon notice learned Additional Public Prosecutor for the State and learned counsel for complainant appeared and opposed the present bail application on the ground that there are specific allegations against the applicant. Applicant has committed heinous crime. Applicant/accused is the main kingpin of the entire proceedings. He was to take over the share of the complainant and pay the amount for the same. MOU alongwith one dissolution deed and another documents were prepared on the same date i.e.

Adarsh Garg vs. State

14.03.2022 but instead of acting upon the dissolution deed, applicant/accused has destroyed the dissolution deed and has not paid the share to the complainant rather he acted upon the dissolution deed and prepared new partnership deed with other partners. The allegations against the applicant/accused are serious in nature. In last, it is prayed that applicant/accused is not entitled for bail and the bail application filed by applicant/accused may kindly be dismissed.

4 The brief facts of the case are that complainants have filed complaint to SSP, SAS Nagar to the effect that complainants and accused Adarsh Garg, Parveen Garg and Ved Parkash are the partners of firm M/S D.S. Buildtech Registered office at 59, Opposite Bank of India, Lohgarh Zirakpur SAS Nagar. Complainants have entered into one memorandum of Understanding agreement with the accused persons on 14.03.2022. Vide MOU dated 14.03.2022, complainants have entered into MOU to sell their share in the firm M/S D.S. Buildtech to accused and it was the tactic understanding between the parties that after completion of the agreement i.e. receiving of the entire consideration amount, the complainants would have retire from their firm and accused would come into the shoes of the complainants. It was agreed between the parties that accused Adarsh Garg would get 45% share and complainant and others would get 55% share, out of which 45% share will be kept by the retaining partners and 10% was to be retrained by the retiring parties i.e.

(Hardip Singh), ASJ, SAS Nagar

Adarsh Garg vs. State

complainants till the completion of the agreement and till receiving of entire consideration amount. Complainants and others have purchased 51 acres of land situated at village Kambala and Kambali of District SAS Nagar and out of which sale deeds of 11 acres of land were executed-in favour of the firm of the complainants and others and the above said firm was having agreements to sell for the rest of the land. Accused have proposed to purchase the share of the complainants in the above said firm with regard to 51 acres of land and possession of that property is still their pre-determined mind by taking undue benefit of fiduciary relationship with the complainants played fraud and got the MOU/agreement executed without even properly apprising the terms and conditions to the complainants and the accused said that this MOU/agreement is a mere formality and accused and others are men of words and they will never back out from the commitment and the complainants came into the talks of accused and others and they have signed the MOU/agreement in good faith and without properly understanding and reading the contents of the MOU/agreement. Moreover, nowhere in the entire MOU/agreement it has been written that the parties have signed the MOU/agreement after understanding and reading the contents of the agreement. As per the MOU/agreement the consideration amount was fixed as Rs. 4.27 crore per acre and Rs.5 crore was to be paid by accused at the time of signing of MOU/agreement and Rs.5 crore was to be paid by the accused to the complainants at the time of signing of the partnership deed which was (Hardip Singh), ASJ, SAS Nagar

Adarsh Garg vs. State

signed by the complainants. Not even a single penny has been paid by accused to the complainants in lieu of MOU/agreement and the accused has taken benefit of the fiduciary relationship between the parties and played a fraud against the complainants. From the bare perusal of the MOU dated 14.03.2022 it is clear that the same is surrounded by suspicious circumstances and same has been forged and fabricated by the accused persons in order to provide undue benefit to them and in order to cause wrongful loss to the complainants. The intention of cheating on the part of the accused persons was there since the very inception but the complainant could not smell the evil designs of the accused persons and they fallen prey to the misdeeds committed by the accused persons. The contents of the MOU/agreement are itself in faulty. In Para No.5 of the agreement the amount in figures has been written as "Rs.1,00,00,000.00" and in words the amount has been mentioned as "Five Crores" and it has been mentioned that the above said amount has been paid by way of cheque and thereafter it has been further mentioned that Rs.4 crores have also been paid through cheque. Not even a single penny has been received by the complainants. The cheque numbers mentioned in Para No.5 of the MOU/Agreement are totally wrong and beyond the knowledge of the complainant. MOU/agreement is completely vague in itself because at the second page of the MOU/Agreement it has been mentioned that accused has purchased 45+5% share in M/s. D.S. Buildtech, which is owned by the complainants and thereafter on the third page of the agreement it has (Hardip Singh), ASJ, SAS Nagar

Adarsh Garg vs. State

been written that accused has agreed to buy 50% share out of the total share of the retiring partners i.e. the complainants. Both of the above said terms are ambiguous in itself. The vagueness of the MOU/Agreement is to be seen from the fact that in the terms and condition no.1, it has been specifically mentioned that balance amount payable to the retiring partners(complainants) will be paid as provided in para no.13 but in the entire agreement para no.13 is missing. So the intention of accused not to pay any consideration amount to the complainants was there from the very inception. Complainants have given dissolution deed and retirement letter to the accused which was kept by the property dealer namely Jitender Sharma and the same were to be used after the full and final payment received by the complainants. As no payment has been received by the complainants so the complainants were under the apprehension that the accused may misuse that dissolution deed/retirement letter against the complainant by putting pressure on the property dealer Jitender Sharma. On the pretext of above said MOU, the accused has committed fraud with the complainants by fraudulently and dishonestly inducing the complainants to enter into above said MOU and dissolution deed and retirement letter with intention to cause wrongful loss to the complainants and wrongful gain to the accused and the accused has also committed the offence of criminal breach of trust.

5 After hearing learned counsel for accused/applicant, learned Addl.P.P for the State and going through the record, this court (Hardip Singh), ASJ, SAS Nagar

Adarsh Garg vs. State

finds that initially, one partnership firm in the name of M/S D.S. Buildtech having registered office at 59, Opposite Bank of India, Lohgarh, Zirakpur and as per MOU, the present applicant/accused was to pay requisite consideration for change of the partnership but as per the complainant, the said amount has not been paid rather the proceedings of the firm have been taken over by the applicant/accused. Even he has to file civil suit in the civil court which is pending. Allegations are serious in nature. Custodial interrogation of applicant/accused is required for further investigation of the case.

6 In view of the nature of allegations no ground is made out to grant the concession of pre arrest bail. Accordingly, the bail application stands dismissed.

7 Anything stated in this order shall have no affect on merits of the case. Record be returned . Bail application file be consigned to the Record Room.

Pronounced in open Court.
05.08.2026

Jyotsna/Stenographer

(Hardip Singh)
Additional Sessions Judge
SAS Nagar
(UID No. PB-0638)

(Hardip Singh), ASJ, SAS Nagar

Adarsh Garg vs. State

Present : Sh. Naresh Jain Advocate, counsel for applicant/accused.
Sh. Ravinder Singh , Addl. PP for State assisted by
Sh. Jagdeep Singh Chahal Advocate counsel for complainant .

Record perused. Arguments Heard. Vide my separate
detailed order of even date, the bail application stands dismissed.

Record be remitted. Bail application file be
consigned to the Record Room.

Pronounced in open Court.
05.08.2026

Jyotsna/Stenographer

(Hardip Singh)
Additional Sessions Judge
SAS Nagar
(UID No. PB-0638)