



2026:CGHC:12696



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NAFR**HIGH COURT OF CHHATTISGARH AT BILASPUR****MCRCA No. 398 of 2026**

- 1** - Hitesh Kumar Agrawal S/o Suresh Agrawal Aged About 43 Years R/o Ward No. 16, Nehru Park Road, Surajpur, District Surajpur (C.G.)
- 2** - Ritesh Agrawal S/o Suresh Agrawal Aged About 41 Years R/o Ward No. 16, Nehru Park Road, Surajpur, District Surajpur (C.G.)

... Applicant(s)**versus**

- 1** - State of Chhattisgarh Through Police Station Pathalgaon, District Jashpur (C.G.)

... Respondent(s)**(Cause title is taken from Case Information System)**

For Applicant(s) : Mr. Manoj Kumar Paranjpe, Senior Advocate
with Mr. Kabir Kalwani, Advocate

For Respondent(s) : Mr. Soumya Rai, Dy.G.A.

Hon'ble Shri Ramesh Sinha, Chief Justice**Order on Board****17/03/2026**

1. This first anticipatory bail application under Section 482 of the Bhartiya Nagarik Suraksha Sanhita, 2023 has been filed by the applicants, who are apprehending their arrest in connection with Crime No.18/2026 registered at Police Station – Pathalgaon, District: Jashpur, C.G. for the offence punishable under Sections 318(4), 336(3), 338, 3(5) of Bhartiya Nyay Sanhita, 2023.
2. Case of the prosecution, in brief, is that the applicants who are the real brothers have committed an offence under section 3(5) and 318(4) of Bharatiya Nyaya Sanhita 2023. The F.I.R. was lodged inter



alia on the allegations that Hitesh alias Sonu is a proprietor of M/s Shyam Metal Products and Ritesh alias Monu is a proprietor M/s Shyam Industries. The Complainant is the Brother-in-law of Hitesh (he is maternal brother of wife of Hitesh). They are related to each other. In 2023, Hitesh who is engaged in the business of Steel Furniture have made a proposal to the complainant for joint business of supply. In February 2024, the firm of the complainant M/s Arya Steels was awarded the contract of supply of the steel furniture from District Program Officer for amounting to Rs.32,26,578/-, Rs. 4,13,707/-. The applicant Hitesh has requested the complainant to pay sum of Rs.5,00,000/- to Kanha Industries for purchase of the raw materials, the said amount was transferred to the account of the Kanha Industries. It has been further alleged that, total sum of Rs. 7,86,000/- was obtained through his Brother-in-Law, the same was paid by the applicants herein, even after getting the entire amount of consideration of the above-mentioned contract only Rs. 7,86,000/- has been paid. It has been alleged that, total Rs.20,00,000/- were paid by Ritesh (Rs.5,00,000/- advance payment made for raw material and share in the final amount of consideration of the supply of total Rs. 4,74,000/- Total Rs.9,74,000/-) and Rs. 10,00,000/- were paid as loan amount. Accused Ritesh has demanded Rs. 23,52,314/- including interest through what's app message. It has been alleged that, against the payment/in lieu of the payment which was due to be paid to Ritesh the complainant has given Jaggery amounting to Rs.10,26,000/- was given to Ritesh so that the account will be closed. Again a Jaggery of Rs. 60,00,000/- was given to the applicants but despite of repeated requests payments have not been made. The social meeting was held and in the said meeting 2 cheques dated 10.11.2025 amounting to Rs. 19,30,290 and 09.11.2025



amounting to Rs. 39,73,530/- were issued but both the cheques were bounced due to closer of the accounts. ANNEXURE A/2 is the copy of F.I.R.

3. Learned counsel for the applicants submitted applicants are innocent and have falsely been implicated in the present case. It is further contended that complainant is a brother-in-law of the applicant No.1 and both the parties are related to each other and there was a business transaction, just to avoid the payment which was to be made the accused persons the FIR has been lodged just to create pressure on the applicants to solve the disputes. He also submits that complainant himself has admitted that the accused persons have paid sum of Rs.20,00,000/- and out of the said amount Rs.10,00,000/- have been adjusted towards the amount of consideration of the joint business and Rs.10,00,000/- were paid as loan and he has given the jaggery of Rs.10,00,000/- to settle down the account, but not a single document with regard to supply of jaggery of Rs.10,00,000/- was filed, there is no receipt, no bill was produced, therefore, he submits that the present applicant is also entitled to be released on anticipatory bail on the ground of parity.
4. On the other hand, learned State counsel, appearing for the non - applicant/State, opposes the prayer for grant of anticipatory bail to the applicant.
5. I have heard learned counsel for the parties and perused the materials available on record.
6. Considering the facts & circumstances of the case, submission of learned counsel for the parties, materials available on record, also considering the fact that the dispute between the parties arises out of



a business transaction and the parties are closely related, the complainant being the brother-in-law of applicant No.1, and also keeping in view that the allegation regarding supply of jaggery worth ₹10,00,000/- by the complainant is not supported by any documentary evidence such as bills or receipts. Thus, at this stage, the dispute appears to be predominantly civil in nature, arising out of financial dealings between the parties, therefore, I am inclined to grant anticipatory bail to the present applicants.

7. Accordingly, the instant MCRCA is **allowed** and it is directed that in the event of arrest of the applicant No.1 – **Hitesh Kumar Agrawal** and applicant No.2 – **Ritesh Agrawal**, on executing a personal bond and one surety in the like sum to the satisfaction of the arresting Officer, he shall be released on bail on the following conditions:-

- (a) The applicant shall not directly or indirectly make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him from disclosing such fact to the Court.
- (b) The applicant shall not act in any manner which will be prejudicial to fair and expeditious trial.
- (c) The applicant shall appear before the trial Court on each and every date given to him by the said Court till disposal of the trial.
- (d) The applicant and the surety shall submit a copy of their adhaar card along with a coloured postcard full size photo having printed the adhaar number on it, which shall be verified by the trial Court.
- (e) The applicant shall not involve himself in any offence of similar nature in future.

Sd/-

(Ramesh Sinha)
Chief Justice

Vaishali