

IN THE HIGH COURT OF JHARKHAND AT RANCHI
A. B. A. No. 4596 of 2025

Parmar Bipinbhai @ Bipin Jadavbhai Parmar @ Parmar Bipin Jadav Bhai, aged about 41 years, son of Jadavbhai, resident of 66 Shiv Bunglows, Near Alok Tenament, Nandigram, P.O. Kubernagar, P.S-Sardar Nagar, District-Ahmedabad, Pin Code-382340 and State Gujarat

..... ...Petitioner

Versus

The State of Jharkhand through ACB, Ranchi

..... ... Opposite Party

CORAM: HON'BLE MR. JUSTICE SANJAY KUMAR DWIVEDI

For the Petitioner

:Mr. A.K. Kashyap, Senior Advocate

Mr. Ravi Prakash, Advocate

Mr. Sanjay Kumar Sharma, Advocate

For the ACB

: Mr. Sumeet Gadodia, Advocate

Mrs. Shilpi Sandil Gadodia, Advocate

Ms. Shruti Shekhar, Advocate

Mr. Nillohit Choubey, Advocate

Ms. Shanya Kumari, Advocate

07/ 10.11.2025: Heard Mr. A.K. Kashyap, learned senior counsel for the petitioner and Mr. Sumeet Gadodia, learned counsel for the A.C.B.

2. The petitioner is apprehending his arrest in connection with ACB, Ranchi P.S. Case 09 of 2025, registered under section 61(2) read with sections 318/336/340/316/45 and 49 of Bharatiya Nyaya Sanhita, 2023 and Section 7 (C), 12, 13 (2) read with section 13 (1) (a) of Prevention of Corruption Act, 1988 (Amended in 2018), pending in the Court of learned Special Judge, Anti Corruption Bureau, Ranchi.

3. FIR is based on the Preliminary Enquiry No. 03/24 dated 27.08.2024. The order for preliminary inquiry was received under Section 17A(1) of the Prevention of Corruption Act, 1988 vide memo no. 3600391 dated 27.09.2024.

It is alleged that during the preliminary enquiry, it came to light that mainly two placement agencies (manpower supply agencies) selected by the Excise and Prohibition Department, Jharkhand, Ranchi, namely 1. M/s

Vision Hospitality Services & Consultants Pvt. Ltd. and 2. M/s Marshan Innovative Security Services Pvt. Ltd., in collusion and criminal conspiracy and forgery, used fake bank documents to cause loss to government revenue.

It is further alleged that M/s Vision Hospitality Services & Consultants Pvt. Ltd. submitted a fake bank guarantee no. BARBOJODCAL078GCOV688 dated 27.07.2023 amounting to Rs. 5,35,35,241/- on 12.08.2023 which bears the signature of the placement agency's representative Neeraj Kumar Singh. It is also alleged that M/s Vision Hospitality Services & Consultants Pvt. Ltd. got replacement of old BG NO. BARBOJODCAL078GCOV688 in place of new BG No. 0526231GPER5816 of Punjab & Sind Bank for Zone-10 on 28.12.2023.

For verification of the said new BG No. 0526231GPER5816, a letter no. 73 dated 10.01.2024 was issued to the Punjab & Sindh Bank, Geeta Colony Branch, New Delhi. In compliance with the said letter, confirmation for bank guarantee no.0626231GPER5836 amounting to Rs. 5,35,35,241/- was received from the bank via email on 19.01.2024.

It is also alleged that due to non-deposit of the differential amount against the sale, letter no. A/C-465/2024-25/55 dated 09.01.2025 was issued regarding the invocation of the bank guarantee. Against the said letter of the corporation, M/s Vision Hospitality Services & Consultants Pvt. Ltd. filed W.P. (C) No. 904/2025 in the Hon'ble High of Jharkhand, Ranchi. The bank guarantee submitted by the placement agency was about to expire on 31.03.2025, on which JSBCL presented its case in the Hon'ble Court on which the Hon'ble High Court of Jharkhand, Ranchi, passed an order dated 19.02.2025 wherein it was directed to extend the bank guarantee. The

placement agency got the renewal of bank guarantee through letter no, PSD-0626/BG/RNWL/5815/2024-25 dated 18.03.2025. The JSBCL vide order no. 05 dated 19.03.2025, deputed two officials/employees to physically verify the above bank guarantee at the concerned bank branch and it was reported that the said bank guarantee was neither issued by the bank nor are the letter head, signature stamp, etc, used on it is related to the bank.

It is alleged that in the said context, the corporation issued a clarification regarding the submission of a fake bank guarantee to JSBCL through corporate letter no. A/C 471/25-26/832 dated 08.04.2025. In response, the Company informed that its local representative Neeraj Kumar Singh and Shri Shyam Sharan, committed fraud in this matter and Neeraj Kumar Singh also submitted a fake letter related to bank guarantee extension in the Hon'ble High Court, Jharkhand, Ranchi.

It is also alleged that there are several complaints and credible allegations indicating that agencies like Vision Hospitality and Marshan Innovative Security were empaneled through fake documents, which appear to have been accepted without verification. Fake bank guarantees were deposited and accepted without SFMS verification. This act, in view of the large-scale risk to public funds, makes their long-term control and inaction, and their involvement, highly suspicious and demands immediate investigation under applicable penal and anti-corruption laws.

4. Mr. A. K. Kashyap, learned senior counsel for the petitioner submits that petitioner happens to be one of the director of M/s Vision Hospitality Services and Consultants Private Limited. He further submits that Jharkhand State Beverage Corporation Limited (hereinafter referred to JSBCL) floated e-tender for empanelment for the supply of manpower to

retail liquor shops and establishment of JSBCL for Zone 10 on 16.06.2023. He then submits that Letter of Intent has been issued in favour of M/s Vision Hospitality Services and Consultants Private Limited on 11.07.2023. He next submits that on 12.08.2023 company submitted bank guarantee no. BARBOJODCAL078GCOV688 dated 27.07.2023 of an amount of Rs. 5,35,35,214/- issued for Zone-10 by the Bank of Baroda, Jodhpur Park Branch, Kolkata. He also submits that false allegation has been made that bank guarantee was forged one. According to him the company has authorized one Niraj Kumar Singh to sign Memorandum of Understanding and to do other formalities with regard to said tender on behalf of the M/s Vision Hospitality Services and Consultants Private Limited . He further submits that in the light of MoU all the responsibilities was upon Niraj Kumar Singh and if any mischief has been done by said Niraj Kumar Singh, petitioner cannot be held liable for the same. He also submits that even company is not made an accused and in view of that anticipatory bail may kindly be granted to the petitioner.

5. He next submits that writ petition being W.P.(C) No. 904 of 2025 was filed by the company and petitioner is one of the Director of the said company before the Division Bench of this Court and on 26.03.2025 the said writ petition was heard and on that date bank guarantee furnished by Niraj Kumar Singh was said to be forged and fabricated one as submitted by the learned Advocate General of State of Jharkhand and in that view of the matter interim order dated 13.01.2025 was vacated by the Hon'ble Division Bench. He further submits that thereafter the matter was immediately informed to the company and the company tried to establish contact with Niraj Kumar Singh and Shyam Jee Sharan to ascertain the fact whether the

bank guarantee submitted is forged or genuine one. He submits that however, their whereabouts was not found out and thereafter no contact was established with the company with the two persons. He further submits that petitioner is not signatory of any document filed before the Hon'ble Division Bench or any affidavit before this Court. He also submits in view of that anticipatory bail may kindly be granted to the petitioner. He relied in the case of **"Maksud Saiyed Vs. State of Gujarat and others"** reported in **2008 (1) Eastern Criminal Cases 226 (SC)**, **"S.K. Singh Vs. State of U.P. and Others**, reported in **2008 (4) Eastern Criminal Cases 11 (SC)** and in the case of **"Sushil Sethi and Another Vs. State of Arunachal Pradesh and Others"** reported in **(2020) 3 SCC 240 (SC)**.

6. Relying on the above judgments, he submits that in the light of ratio laid down by the Hon'ble Supreme Court, in the above three judgments, the petitioner is entitled for grant of anticipatory bail as company is not made accused.

7. Per contra, Mr. Sumeet Gadodia, learned counsel for the Anti Corruption Bureau vehemently opposes the prayer for grant of anticipatory bail and submits that Niraj Kumar Singh has acted on behalf of the M/s Vision Hospitality Services and Consultants Private Limited. He further submits that performance guarantee at page 63 which is part of the F.I.R. is issued pursuant to the application dated 27.07.2023 made by the M/s Vision Hospitality Services and Consultants Private Limited. He then submits that if bank is issuing bank guarantee they are having the system for Structured Financial Messaging System and if bank guarantee is being put in that system the bank is able to find out whether the bank guarantee is issued by the said bank or not. He submits that in investigation it has been revealed

that the letter dated 28.07.2023 purported to be issued by the bank saying bank guarantee is genuine was found to be forged one. He draws the attention of the Court to page 76 of the F.I.R. and submits that is letter issued to the M/s Jharkhand State Beverage Corporation Limited by the M/s Vision Hospitality Services and Consultants Private Limited requesting to substitute the first bank guarantee by way of another which has been allowed by the said corporation. He then submits that in the light of said request second bank guarantee dated 28.12.2023 was submitted and in that bank guarantee also applicant is M/s Vision Hospitality Services and Consultants Private Limited. He also submits that in the investigation it has revealed that second bank guarantee was also forged one. By way of drawing attention of the Court to page 84 of the F.I.R, he submits that even the confirmation letter on behalf of bank has also been produced to the M/s Jharkhand State Beverage Corporation Limited stating that the said bank guarantee has been issued by the bank. He further submits the said letter was also found to be forged one and that fact has also been admitted by the Punjab and Sind Bank and by letter dated 20.03.2025 and Punjab and Sind Bank informed the M/s Jharkhand State Beverage Corporation Limited that Punjab and Sind Bank has neither any account nor any banking relationship with Vision Hospitality Service & Consultants Pvt. Ltd and it has been further disclosed that email ID mentioned in the bank guarantee does not belongs to that Branch.

8. By way of referring letter of the bank, he submits that bank has also affirmed that bank guarantee has not been issued by the said bank and forged bank guarantee has been produced to obtain the man power supply tender issued by the M/s Jharkhand State Beverage Corporation Limited. He

also submits that in view of all these facts, it is an admitted position that bank guarantee produced by the M/s Jharkhand State Beverage Corporation Limited is forged one. He next submits that this facts are further fortified in the light of affidavit and order passed by the Division Bench in W.P.(C) No. 904 of 2025. He further submits that in the said writ petition prayer was made that bank guarantee produced by the said company may not be encashed by the Corporation and for recovery of penalty as penalty was made for another defalcation. He also submits that in the writ petition by way of filing no. 416 of 2025, the petitioner has been able to obtain the said order of stay of invocation of the bank guarantee by the Hon'ble Division Bench. He further submits that on the submission of the said company, Hon'ble Division bench has been further pleased to allow the time to extend bank guarantee by order dated 19.02.2025 and 18.03.2025. He further submits that in the said writ petition even the supplementary affidavit has been filed saying that the bank guarantee to the tune of Rs. 18,63,736.00 and Rs. 5,35,35,241/- has been extended till 30.04.2025. He further submits that said affidavit was not placed or brought to notice of Hon'ble Division. He further submits that finally learned Advocate General has appeared in the matter before the Hon'ble Division Bench on 26.03.2025 and on that day he pointed to the Hon'ble Division Bench that two bank guarantee deposited with the Corporation was found to be forged one and thereafter the Division Bench has vacated the interim order. He further submits that finally the writ petition was withdrawn by the petitioner-company by order dated 03.04.2025.

9. In this back ground he submits that not only the Corporation even the Hon'ble Division Bench has not been spared by the petitioner

herein and on the forged submission they have enjoyed the stay. The then submits that such act of the petitioner is deprecable as it is direct interference in the administration of justice and in view of that false affidavit has been filed before the Hon'ble Division Bench firstly saying that bank guarantee is genuine and secondly that bank guarantee has been extended.

10. He further submits that the Court is competent to take cognizance on the false affidavit filed by the company and the petitioner is the Director and he draws the attention of the Court to the Section 195 of Cr.P.C. corresponding to Section 215 of BNS. He submits that the Court can take cognizance in the matter as the false affidavit has been filed before the Court.

11. On these grounds, he submits that anticipatory bail application may kindly be rejected.

12. In view of above submissions of the learned counsel for the parties, the Court has gone through the materials on record including supplementary affidavit filed by the Anti Corruption Bureau wherein order of the Hon'ble Division Bench has been annexed.

13. It is an admitted position that Jharkhand State Beverage Corporation Limited floated e-tender for empanelment for the supply of manpower to the Liquor Management in the State of Jharkhand on 16.06.2023. A Letter of Intent has been issued in favour of M/s Vision Hospitality Services and Consultants Private Limited on 11.07.2023. A MoU was signed by Niraj Kumar Singh on 11.07.2023. On 12.08.2023 bank guarantee was deposited by Niraj Kumar Singh saying that the said bank guarantee is valid to the extant since 27.07.2023 to 31.03.2025 and subsequently, a letter was issued to M/s Jharkhand State Beverage

Corporation Limited by M/s Vision Hospitality Services and Consultants Private Limited requesting to substitute the first bank guarantee by way of another which has been allowed by the said corporation and subsequently another bank guarantee has been filed by the said company. Only defence has been taken by the petitioner herein that petitioner happens to be one of the director of the M/s Vision Hospitality Services and Consultants Private Limited and Niraj Kumar Singh has done all the things and in view of that petitioner is not liable. To examine this submission the Court has minutely considered the documents brought on record. Page 63 is performance guarantee which is part of F.I.R and this is bank guarantee that has been issued pursuant to application made by M/s Vision Hospitality Services and Consultants Private Limited. Here in the said bank guarantee Niraj Kumar Singh is not an applicant.

14. The receipt of stamp duty is also of the M/s Vision Hospitality Services and Consultants Private Limited. A letter dated 28.12.2023 was signed by Managing Director of the M/s Vision Hospitality Services and Consultants Private Limited requesting to replace the first bank guarantee and the second bank guarantee dated 28.12.2023 the applicant is further M/s Vision Hospitality Services and Consultants Private Limited. The confirmation letter of bank is dated 19.01.2024 issued by the Punjab and Sind Bank however, this document is found to be forged one in the light of communication made by the said bank contained at page 92 of the F.I.R whereby letter dated 20.03.2025 the said Punjab and Sind Bank informed the said Jharkhand State Beverage Corporation Limited that said branch of the Punjab and Sind Bank has having no banking relationship with the M/s Vision Hospitality Services and Consultants Private Limited and even the Id

mentioned in the bank guarantee does not belong to the said Branch.

15. In view of this fact, it is an admitted position that the petitioner happens to one of the director of M/s Vision Hospitality Services and Consultants Private Limited, has maneuvered all these things and prima facie Niraj Kumar Singh who has signed MoU appears to be a person appointed by the said company and the defence has been taken by the petitioner that petitioner has not signed any document.

16. The Memorandum of Understanding signed between the M/s Vision Hospitality Services and Consultants Private Limited and Snigdha Enterprises of which Niraj Kumar Singh is proprietor the financial clause is as under:-

D.1 BG (Bank Guarantee) amount should be paid by the Second Party after LOI from the JSBCL I will be transacted by Snigdha Enterprises to Account of M/s Vision Hospitality Services & Consultants Pvt. Ltd.

D.2. BG (Bank Guarantee) should be refunded by the First Party to Second Party within 7 working days after receiving from JSBCL."

17. In the light of above clause Niraj Kumar Singh was required to give amount of bank guarantee and bank guarantee was required to be obtained by M/s Vision Hospitality Services and Consultants Private Limited in the light of above clause also it is crystal clear in the light of bank guarantee which has been issued on the application of the M/s Vision Hospitality Services and Consultants Private Limited it transpires that said company has obtained the bank guarantee.

18. In para 13 of the anticipatory bail application it has been stated that Niraj Kumar Singh initiated to act as a Regional Manager of the M/s

Vision Hospitality Services and Consultants Private Limited which further clearly suggests that admission of the petitioner that said Niraj Kumar Singh was appointed by the said company to do all these mischiefs.

19. Thus, it is an admitted position that bank guarantee has been obtained by the said M/s Vision Hospitality Services and Consultants Private Limited and the bank guarantee was found to be forged in the light of bank letter which is part of the F.I.R.

20. The submission of the learned counsel for the Anti Corruption Bureau is further fortified in light of the supplementary affidavit filed on behalf of the Anti Corruption Bureau. It is not denied by the petitioner that W.P.(C) No. 904 of 2025 was preferred by M/s Vision Hospitality Services and Consultants Private Limited before the Hon'ble Division Bench praying therein not to invoke bank guarantee and to quash penalty fastened on the said company pursuant to another defalcation. The said writ petition was taken by filing number on 13.01.2025 and on that day following order was passed:-

*"IN THE HIGH COURT OF JHARKHAND AT RANCHI
W. P. (C) Filing No. 416 of 2025
Vision Hospitality Services and Consultants Private Limited through its
authorized signatory namely Shambhu Nath Roy ChoudharyPetitioner
Versus
The Jharkhand State Beverages Corporation Limited through its Managing
Director, having its office at Utpad Bhawan, Ranchi & Ors...Respondents
CORAM:
HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE GAUTAM KUMAR CHOUDHARY
For the Petitioner;-M/s Indrajit Sinha, Arpan Mishra & Ankit Vishal,
Advocates
For the JSBCL;Mr. Sachin Kumar, Advocate
Mr. Raunak Sahay, Advocate
02/Dated: 13.01.2025
Notice to the respondents.
Mr. Sachin Kumar, learned counsel, accepts notice for respondents.
Since the impugned proceeding dated 09.01.2025 gives no details
as to how the amount of Rs. 13,15,56,892/- has been arrived at, and
since previous letter dated 06.12.2024 issued by the respondents was
much less amounting to only Rs. 12,30,28,358/-, and the reasons for
discrepancy between the two demands of 06.12.2024 and 09.01.2025 are
not indicated in the proceeding dated 09.01.2025 or communicated to the*

petitioner, prima facie, there appears to be violation of the principle of natural justice.

Therefore, there shall be stay of invocation of the bank guarantee by the respondents, until further orders.

List on 19.02.2025."

21. Further the Hon'ble Division granted time to extend the bank guarantee upto 30.04.2025 by order dated 19.02.2025 and further by order dated 18.03.2025.

22. A supplementary affidavit was filed in the said writ petition wherein para 4 it has been stated that bank guarantee has been extended. On the next day, learned Advocate General has appeared in the said case before the Hon'ble Division Bench and he has pointed out that both bank guarantees are forged. The learned Advocate General has appeared on 26.03.2025 and produced the letters of the bank saying that said bank guarantee has not been extended. The said order is under:-

*""IN THE HIGH COURT OF JHARKHAND AT RANCHI
W. P. (C) No. 904 of 2025
Vision Hospitality Services and Consultants Private LimitedPetitioner
Versus
The Jharkhand State Beverages Corporation Limited through its Managing
Director & Ors...Respondents
With
W.P.(C) No. 1053 of 2025
Marshan Innovative Security Private Limited, through its authorized
Signatory Yogendra Chari
Versus
The State of Jharkhand through the Secretary, Department of Excise and
Prohibition and othersRespondents
CORAM:
HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE DEEPAK ROSHAN
For the Petitioner;-Mr. Indrajit Sinha, Adv
Mr. Chanchal Jain, Adv
Mr. Arpan Mishra, Adv
For the Res-State : Mr. Rajiv Ranjan, A.G.
For the Res.JSBCL;Mr. Raunak Sahay, Advocate*

03/Dated: 26.03.2025

In these two writ petitions in spite of previous order to keep the bank guarantee alive on or before 31st March 2025, it is brought to the notice of this Court that the said Bank guarantees have not been extended.

2. *The learned Advocate General has produced letters from the respective bankers of the petitioners asserting to this fact.*

3. *In this view of the matter, the interim order granted in*

these matters in favour of the respective petitioners shall stand vacated."

4. *Let these cases be listed in due course."*

23. By the above order, the Hon'ble Division Bench has been pleased to vacate the interim order granted in favour of the said company and subsequently by order dated 03.04.2025 the said writ petition was dismissed as withdrawn with liberty to initiate arbitration proceedings. The order dated 03.04.2025 stipulates as under:-

"Counsel for the petitioners seek to withdraw the writ petitions with liberty to initiate arbitration proceedings.

2. *Granting liberty as sought, these writ petitions are dismissed as withdrawn.*

3. *I.A. No. 4171 of 2025 in W.P.(C) No. 904 of 2025 for withdrawal of writ petition stands allowed."*

24. In view of above orders passed by the Hon'ble Division Bench, it is crystal clear that the said company of which the petitioner is Director has not spared even the Court by filing all false affidavits to the effect that bank guarantee has been extended and further on the basis of forged bank guarantee the writ petition was filed. It is very surprising that for anticipatory bail application it has been argued that the petitioner has nothing to do with the act done by Niraj Kumar Singh however the facts which have been discussed hereinabove clearly suggests the direct involvement of this petitioner in all these mischiefs have been done with the Jharkhand State Beverages Corporation Limited and even with the Court.

25. Filing of the false affidavit is a serious thing which is direct interference with administration of justice that has been held in several judgments of the Hon'ble Supreme Court as well as High Courts.

26. Thus, grant of anticipatory bail in a serious offence like corruption, parameters are required to be satisfied and further anticipatory bail can be granted only in exceptional circumstances where the court is prima facie of

the view that the applicant has falsely been enroped in the crime and would not misuse his liberty and cooperating with the trial.

27. What has been discussed hereinabove, there is prima facie sufficient materials against the petitioner of doing the mischief. The petitioner is involved in the economic offence. It is well known that economic offence constitutes a class apart and need to be visited with a different approach in the matter of bail. The economic offence having deep-rooted conspiracies and involving huge loss of public funds needs to be viewed seriously and considered as a grave offence affecting the economy of the country as a whole and thereby posing serious threat to the financial health of the country.

28. In view of above discussions, the Court finds that no case of anticipatory bail is made out. Accordingly, this anticipatory bail application is dismissed. Pending I.A, if any, stands dismissed.

Dt.10.11.2025

(**Sanjay Kumar Dwivedi, J.**)

Satyarthi/A.F.R.