



**IN THE SUPREME COURT OF INDIA
CRIMINAL APPELLATE JURISDICTION**

CRIMINAL APPEAL NO. 2850 OF 2026
[ARISING OUT OF S.L.P. (CRIMINAL) NO. 19112 OF 2025]

SAURABH AGRAWAL

... APPELLANT(S)

VERSUS

**STATE OF UTTAR PRADESH AND
ANOTHER**

... RESPONDENT(S)

J U D G M E N T

PRASHANT KUMAR MISHRA, J.

1. Leave granted.
2. This Appeal arises out of the impugned order dated 06.10.2025 passed by the High Court of Judicature at Allahabad, Lucknow Bench¹ in Criminal Misc. Anticipatory Bail Application U/S 482 BNSS No. 812 of 2025, by which anticipatory bail has been granted to Respondent No. 2 – Monika Dwivedi in connection with FIR No. 0002 of 2025 dated 03.01.2025 registered under Sections 406, 420, 467, 468, 471, 506, 120-B and 34 of the Indian Penal Code, 1860. Aggrieved by the grant of such protection, the complainant-Saurabh Agrawal has approached this Court seeking its cancellation.

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NISHA KHILWANEY
Date: 2026.05.26
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Reason:

¹ For short, 'High Court'

3. The FIR dated 03.01.2025 came to be lodged by the complainant alleging a large-scale financial fraud in relation to a residential property bearing C-24, E-Park, Mahanagar Extension, Lucknow, which was represented to be jointly owned by Respondent No. 2, her son Abhishek Dwivedi, and her daughter Abhilasha Dwivedi.

4. According to the complainant, acting on such representation, he entered into an agreement to sell dated 08.01.2024, which was notarized, fixing the total sale consideration at Rs. 4,30,00,000/-. A sum of Rs. 3,55,00,000/- was paid in instalments through various modes, as acknowledged in the agreement. It was further represented that the sale deed would be executed upon the return of Respondent No.2's daughter from abroad, and documents including air travel details were furnished in that regard.

5. It is alleged that despite receipt of substantial consideration, Respondent No. 2 and her son proceeded to execute a sale deed dated 24.06.2024 in favour of a third party, namely Pankaj Mohan Mishra, thereby transferring the entire property. The complainant asserts that the daughter, in fact, had no ownership interest in the property, rendering the earlier representation false. Upon demanding either execution of the sale deed or refund of the amount paid, the complainant was allegedly threatened.

6. Initially, FIR No. 0333 of 2024 dated 17.12.2024 was registered at Police Station Aliganj, District Lucknow North. The same was thereafter transferred and re-registered as FIR No. 0002 of 2025 dated 03.01.2025 at Police Station Mahanagar, District Lucknow North.

7. Respondent No. 2 and her son challenged the FIR by filing Criminal Misc. Writ Petition No. 1688 of 2025 before the High Court. By order dated 05.03.2025, the High Court referred the parties to mediation, which, however, did not succeed. The writ petition was ultimately dismissed on 08.05.2025, while noting, *inter alia*, the criminal antecedents of the accused persons and the existence of a *prima facie* case of financial fraud.

8. Thereafter, Respondent No. 2 moved an application for anticipatory bail before the Court of Sessions, Lucknow being Bail Application (U/S 482 B.N.S.S.) No. 3593 of 2025, which came to be rejected on 18.06.2025, having regard to the seriousness of the allegations and the criminal antecedents.

9. It also appears from the record that in Criminal Misc. Writ Petition No. 8342 of 2025 preferred by the complainant seeking fair investigation, the High Court, while disposing of the writ petition, recorded that the accused persons were absconding and that coercive steps were being taken by the investigating agency to secure their presence.

10. Respondent No. 2 thereafter approached the High Court by filing Criminal Misc. Anticipatory Bail Application U/S 482 BNSS No. 812 of 2025. The complainant opposed the application by filing a counter affidavit, highlighting the alleged fraudulent conduct, the criminal antecedents, and the ongoing investigation.

11. By the impugned order dated 06.10.2025, the High Court allowed the anticipatory bail application. The High Court noted that although the FIR alleged execution of the agreement to sell dated 08.01.2024 by all three

accused persons, it also recorded that one of them (daughter of Respondent No.2) was abroad at the relevant time, thereby indicating that the agreement may not have been executed by all the joint owners. It further observed that the agreement, relating to a property valued at Rs. 4,30,00,000/-, was only notarized and not registered; that only Rs. 3,55,00,000/- had been paid out of the total consideration; that there was no averment regarding payment or readiness to pay the balance amount; and that the complainant had, in the FIR itself, sought refund of the money paid, which was indicative of a dispute of a civil nature. On these considerations, the High Court held that a case for grant of anticipatory bail was made out and granted relief to Respondent No. 2 subject to conditions.

12. Aggrieved by the grant of anticipatory bail, the complainant has preferred the present Appeal seeking cancellation thereof, contending that the High Court failed to appreciate the seriousness of the allegations, the criminal antecedents of Respondent No. 2, and the requirements of investigation in an economic offence of this nature.

13. We have heard the learned counsel for the parties and have perused the materials on record.

14. The principal question that arises is whether the High Court was justified in granting anticipatory bail to Respondent No. 2 in the facts of the present case. The impugned order indicates that the High Court has proceeded on certain considerations which, in our view, do not bear a direct nexus to the parameters governing the grant of anticipatory bail.

15. The High Court has observed that one of the alleged co-owners (daughter of Respondent No. 2) was abroad at the time of execution of the agreement to sell dated 08.01.2024, thereby casting doubt on whether the agreement was executed by all the joint owners. In our considered view, this circumstance, even if assumed to be correct, does not dilute the allegation of inducement. The gravamen of the accusation is that the complainant was led to believe that all necessary parties would join in the transaction and, acting on such representation, parted with a substantial sum. Whether or not all co-owners actually executed the agreement is a matter of evidence; at this stage, the focus is on the allegation of deception at the inception.

16. The High Court has further relied on the fact that the agreement to sell dated 08.01.2024 was notarized and not registered. This reasoning, in our view, is misplaced. The nature or form of the agreement does not, by itself, determine the existence or otherwise of a criminal offence. The allegation is not merely of breach of contract, but of fraudulent inducement and subsequent conduct inconsistent with the representations made. The absence of registration does not, therefore, neutralize the criminality alleged.

17. The High Court has also taken into account that only a part of the total sale consideration, i.e., Rs. 3,55,00,000/- out of Rs. 4,30,00,000/-, had been paid, and that there was no averment regarding readiness to pay the balance amount. This again, in our view, is not determinative at the stage of considering anticipatory bail. The material allegation is that a substantial amount was received by the accused persons and, thereafter, the property was alienated to a third party. The issue is not of contractual readiness alone,

but of the conduct of the accused persons after receiving a significant portion of the consideration.

18. Equally, the observation of the High Court that the complainant has sought refund of the amount in the FIR, thereby indicating a civil dispute, cannot be accepted as a ground to dilute the criminal allegations. It is well settled that the existence of a civil remedy does not preclude criminal proceedings where the ingredients of a criminal offence are *prima facie* made out. The mere fact that the complainant seeks restitution of the amount paid does not efface the allegations of cheating or fraud.

19. Furthermore, what is conspicuously absent in the impugned order is any consideration of material and relevant factors which ought to have guided the exercise of discretion of granting anticipatory bail to Respondent No. 2. The allegations pertain to an economic offence involving a substantial sum, coupled with assertions of deliberate conduct in alienating the property to a third party after receipt of a major portion of the sale consideration. Significantly, while dismissing the quashing plea (Criminal Misc. Writ Petition No. 1688 of 2025), preferred by Respondent No. 2 and her son, by order dated 08.05.2025, the High Court itself had recorded the existence of multiple criminal antecedents of a similar nature against the accused persons. The Sessions Court, while rejecting Bail Application (U/S 482 B.N.S.S.) No. 3593 of 2025, preferred by Respondent No. 2 and her son, by order dated 18.06.2025, had also taken note of such antecedents. Despite this, the impugned order of the High Court is completely silent on this aspect. The omission to consider such relevant factors, particularly in a case involving

allegations of economic fraud, renders the exercise of discretion by the High Court unsustainable.

20. Apart from the infirmities noted in the impugned order, we are also of the view that this is not a fit case for grant of anticipatory bail. The allegations, as borne out from the record, pertain to an economic offence involving a substantial amount, coupled with assertions of deliberate and premeditated conduct on the part of Respondent No. 2 and her son in inducing the complainant to part with a significant portion of the consideration and thereafter transferring the property to a third party. The material on record also indicates that Respondent No. 2 and her son were not readily available during the course of investigation and coercive steps were required to secure their presence. Having regard to the nature of the allegations, the magnitude of the transaction, the antecedents attributed to Respondent No. 2, and the requirements of a fair and effective investigation, we are of the considered view that the grant of anticipatory bail to Respondent No. 2 at this stage is not warranted.

21. In our view, the High Court has thus proceeded on considerations which are peripheral to the issue at hand, while overlooking the factors that are germane to the exercise of discretion for grant of anticipatory bail. The impugned order, therefore, does not reflect a proper application of mind and for that reason is **set aside**.

22. Consequently, the anticipatory bail granted to Respondent No. 2 - Monika Dwivedi stands **cancelled**.

23. The Appeal is, accordingly, ***allowed***.

24. Needless to add that the observations made in this judgment are confined to the present adjudication only and shall not influence the trial on merits.

.....**J.**
(PRASHANT KUMAR MISHRA)

.....**J.**
(N.V. ANJARIA)

NEW DELHI;
MAY 26, 2026.