IN THE HIGH COURT OF MADHYA PRADESH AT JABALPUR

BEFORE

HON'BLE SHRI JUSTICE AJAY KUMAR NIRANKARI

ON THE 13th OF AUGUST, 2026

MISC. CRIMINAL CASE No. 25619 of 2026

RAGHVENDRA SINGH TOMAR

Versus

THE STATE OF MADHYA PRADESH

Appearance:

Shri Manish Dutt Senior Advocate with Shri Mayank Sharma, learned counsel for the applicant.

Shri Sourabh Bhushan Shrivastava - counsel for the objector

Shri C M Tiwari - Government Advocate for the respondent-State

---

ORDER

This is **first** application filed under Section 483 of the Bharatiya Nagarik Suraksha Sanhita, 2023 by applicant for grant of regular bail relating to Crime No.227/2022 registered at Police Station Habibganj District Bhopal for the offence punishable under Section 420, 467, 468 & 471 of IPC. The applicant is in jail since 21/05/2026.

2. According to the prosecution, the alleged incident relates to the period between 01.01.2017 and 28.10.2021, pursuant to which an FIR came to be registered on 26.04.2022 at Police Station Habibganj, District Bhopal, as Crime No. 227/2022, for offences punishable under Sections 420, 467, 468 and 471 of the Indian Penal Code. FIR essentially

arises out of a dispute concerning the affairs, management and reconstitution of the partnership firm, namely M/s. Faith Cricket Club. The complainants allege that they were unlawfully and deceitfully removed from the partnership on the basis of a purported Deed of Retirement dated 02.02.2021, which, according to them, was forged and fabricated with the intention of depriving them of their rights and interests in the partnership firm. It is further alleged by the prosecution that the said Retirement Deed was subsequently represented and used as a genuine document before various authorities and in the conduct of the affairs of the partnership firm, thereby allegedly causing wrongful loss to the complainants and corresponding wrongful gain to the applicant and other accused persons.

3. Counsel for the applicant submits that the applicant categorically denies the allegations levelled against him. He submits that the FIR is the outcome of a longstanding dispute relating to partnership, commercial transactions, property and accounts, which has subsequently been given a criminal colour. The land forming part of the dispute comprises Khasra Nos. 304 and 305, corresponding to old Khasra Nos. 211, 213, 214/3/2 and 214/2, admeasuring approximately 1.20 hectares (2.958 acres), situated at Village Semri Bajyafat, Tehsil Huzur, District Bhopal. The said land was purchased by Late Shri Arvind Joshi, former IAS officer of the Madhya Pradesh cadre and son of the complainants, by registered Sale Deed dated 17.01.2001. Another parcel of land

bearing Khasra Nos. 302, 303 and 307, admeasuring approximately 2.44 hectares (6.02 acres), situated at Village Semri Bajyafat, Tehsil Huzur, District Bhopal, was purchased by complainant Smt. Nirmala Joshi by registered Sale Deed dated 13.12.1995. On 07.12.2017, the complainants, namely Shri Harivallabh Mohan Joshi and Smt. Nirmala Joshi, along with the applicant, voluntarily and of their own free will, entered into a Partnership Deed at Bhopal for establishing and carrying on business under the name and style of "M/s. Faith Cricket Club". The firm was constituted under the provisions of the Indian Partnership Act, 1932. The principal object of the partnership was to promote and develop cricket and sports infrastructure by establishing a modern cricket academy and sports complex, including cricket grounds and stadium facilities, a national-level cricket training centre, gymnasium, health club, fitness centre, sports physiotherapy centre and other allied and ancillary facilities. Under the Partnership Deed dated 07.12.2017, the parties agreed to carry on the partnership business with effect from the said date and to develop, establish, operate and manage the proposed sports and cricketing infrastructure. Pursuant to the objects of the partnership, the applicant made substantial financial investments and contributions towards the establishment, construction and development of the infrastructure and facilities of M/s. Faith Cricket Club. The applicant substantially financed the development and construction of the project and invested considerable funds and resources therein. The complainants, apart from introducing the aforesaid lands as their capital contribution, did not make any substantial financial contribution towards the construction and development of the infrastructure of the partnership firm. The project was predominantly developed through the financial investments and resources contributed by the applicant. Before commencing the construction and development activities, the applicant ensured compliance with the applicable statutory requirements and obtained the requisite permissions, sanctions, approvals, licences and clearances from the competent authorities. Pursuant to the implementation of the objects of the Partnership Deed, M/s. Faith Cricket Club was substantially developed and established as a modern sporting institution equipped with requisite infrastructure and facilities. The institution is functional and is being used for cricket training, tournaments, matches and other sporting activities. The infrastructure of the cricket club has been developed upon the lands covered by the registered Sale Deeds dated 13.12.1995 and 17.01.2001, and the partnership firm has remained in possession and use of the said lands for the purposes of its business and activities. The complainants introduced the aforesaid lands and properties as capital contribution to M/s. Faith Cricket Club at the time of constitution of the partnership. Upon execution of the Partnership Deed dated 07.12.2017, possession of the said lands was handed over to the partnership firm and the value thereof was duly credited to the respective capital accounts of the complainants in the books of account and ledgers of the firm. Another parcel of land bearing Khasra No. 774, admeasuring approximately 1.60 hectares and situated at Village Sikandarabad, Tehsil Huzur, District Bhopal, was also introduced as capital contribution to the partnership firm. The said land has continued to be utilized for the business and allied activities of M/s. Faith Cricket Club. In consideration of the capital contribution made by the complainants, including the aforesaid lands, they were allotted the specified share in the profits, losses, assets and affairs of the partnership firm in accordance with the terms of the Partnership Deed dated 07.12.2017. The Partnership Deed dated 07.12.2017 contemplated a partnership at will and expressly provided for reconstitution of the firm, including admission, retirement or change of partners, in accordance with the mutual understanding and consent of the partners. Owing to their advanced age and their stated inability to actively participate in the day-to-day management of the firm and to make further financial contributions towards its future expansion and development, the complainants expressed their desire to retire from the partnership. Accordingly, and pursuant to the mutual understanding between the parties, the complainants executed a Deed of Retirement dated 02.02.2021, whereby they retired from the partnership firm with effect from 02.02.2021. The applicant's specific case is that the Retirement Deed dated 02.02.2021 was voluntarily executed by the complainants with full knowledge of its contents and consequences. By virtue thereof, the complainants relinquished their status as partners and ceased to participate in the management and affairs of M/s. Faith Cricket Club. Under the terms of the Retirement Deed, it was mutually agreed that the amounts standing to the credit of the capital accounts of the retiring partners would be transferred to their respective loan accounts in the books of the firm and would be paid upon availability and arrangement of sufficient funds in the firm's bank account. Thereafter, the complainants ceased to participate in or exercise control over the business and day-to-day affairs of M/s. Faith Cricket Club, and the business of the firm continued to be conducted by the continuing and reconstituted partners. Consequent upon the Retirement Deed, the partnership firm was duly reconstituted and an Amended/Reconstituted Partnership Deed dated 02.02.2021 was executed. Shri Raghvendra Singh Tomar continued as an existing partner, whereas Shri Harivallabh Mohan Joshi and Smt. Nirmala Joshi were recorded as retiring partners. Shri Shailesh Agrawal, S/o Shri Shantilal Agrawal, was simultaneously inducted as a new partner. The reconstitution of the firm was thereafter acted upon before the Registrar of Firms and Societies. An application in Form No. 5 under the applicable rules was submitted for recording the reconstitution, bearing the signatures of Shri Harivallabh Mohan Joshi and Smt. Nirmala Joshi. Thereafter, the Registrar of Firms and Societies accepted the reconstitution and retirement of the outgoing partners on 24.03.2021. A public notice/gazette publication was thereafter also effected in respect of the reconstitution of the partnership. Despite the aforesaid documentary record and the subsequent official recognition of the reconstitution, the complainants lodged the present FIR on 26.04.2022 alleging that the Retirement Deed dated 02.02.2021 was fictitious and they had never executed or consented to the same. The applicant submits that the FIR was registered without proper consideration of the relevant partnership documents and the subsequent proceedings before the Registrar of Firms and Societies. The dispute essentially concerns the validity and effect of documents executed in connection with the partnership and therefore has a substantial civil and commercial component. The applicant further submits that the allegations in the FIR are materially contradicted by the complainants' own conduct and the documents produced by them in earlier judicial proceedings. In particular, the complainants had approached the Hon'ble High Court of Madhya Pradesh in W.P. No. 2958/2021, filed on or about 03.02.2021, wherein the Retirement Deed dated 02.02.2021 was produced as an annexure and reference was made to the fact that the affairs of M/s. Faith Cricket Club were no longer being conducted by the complainants pursuant to the said Retirement Deed. The applicant submits that the aforesaid conduct is of considerable significance because the present FIR proceeds on the allegation that the complainants had no knowledge whatsoever of the Retirement Deed and came to know about its existence only subsequently through their advocate. The

Retirement Deed was also placed on record in subsequent proceedings concerning the attachment of the properties in question. Thus, the existence of the document was within the knowledge of the complainants and the same was not a document which surfaced for the first time after registration of the present FIR. The complainants have now alleged that the signatures appearing on the Retirement Deed and other connected documents were forged. They are stated to have obtained an opinion from a handwriting expert in support of their allegation. The applicant, however, categorically denies the allegation of forgery and submits that the question regarding genuineness of the signatures is a matter requiring evidence and adjudication during trial. The applicant submits that there is no material demonstrating that he himself forged the signatures of the complainants or fabricated the Retirement Deed. Mere existence of a dispute regarding the genuineness of a document cannot, by itself, establish the applicant's involvement in the commission of the alleged offences. The applicant further submits that the lands in question were introduced into the partnership as capital contribution under the Partnership Deed dated 07.12.2017 and possession thereof was handed over to the firm. The value of the capital contribution was credited to the respective capital accounts of the complainants in accordance with the Partnership Deed. The applicant relies upon the provisions of Section 14 of the Indian Partnership Act, 1932 in support of his contention regarding the property and assets brought into the partnership business. The applicant further submits that the tax consequences arising from contribution of capital assets to a firm are governed by the applicable provisions of the Income-tax Act, including Section 45(3), and the value recorded in the books of the firm is relevant for determining the consideration deemed to have been received or accrued in respect of such transfer.The applicant submits that the aforesaid circumstances demonstrate that the transaction concerning the lands and their introduction into the partnership was not a clandestine or isolated transaction, but formed part of a documented partnership arrangement acted upon by the parties over a considerable period. The applicant submits that the properties in question are also subjected to proceedings under the applicable laws concerning attachment and alleged proceeds of crime. Thereafter, proceedings were initiated by the Directorate of Enforcement in relation to the properties and M/s. Faith Cricket Club, and a writ petition bearing W.P. (Civil) No. 5846/2022 was instituted before the Hon'ble High Court. The Hon'ble High Court passed an order dated 04.05.2022 in the aforesaid proceedings concerning the properties of M/s. Faith Cricket Club. The applicant submits that the sequence of events demonstrates that the dispute concerning the property and partnership is already the subject matter of various proceedings before different authorities and courts, and the present criminal case has arisen in the backdrop of those continuing civil, commercial and property-related disputes. The applicant had earlier approached the competent court for bail, and upon rejection thereof, proceedings were carried before the Hon'ble Supreme Court by way of Special Leave Petition (Criminal). The applicant was granted protection from arrest during the pendency of the said proceedings, which were subsequently disposed of on 08.05.2023. The applicant submits that the complainants' present stand that the Retirement Deed was wholly fictitious and unknown to them is inconsistent with the documentary record and their own conduct in the earlier proceedings, where the said document was admittedly placed before the Court. The applicant further submits that there is no specific and credible material demonstrating that he personally committed the acts of forgery, fabrication or cheating alleged in the FIR. The allegations against him are general in nature and are founded substantially upon the disputed partnership documents. The essential ingredients of the offences alleged against the applicant are matters requiring strict proof during trial. He submits that the applicant has been in custody for a considerable period and his continued incarceration would serve no useful purpose, particularly when the principal dispute concerns documentary records which are already available on record and capable of being proved or disproved during trial. The applicant submits that the trial is likely to take considerable time, particularly in view of the nature of the allegations, the number of documents involved, the disputed signatures, the partnership records, the proceedings before various authorities and the requirement of examining several witnesses.

He submits that the applicant has no intention of evading the process of law and undertakes to cooperate with the trial and investigation and to comply with any condition that may be imposed by this Hon'ble Court. On these grounds, he prays for grant of bail to the applicant.

4. Learned counsel appearing for the State has vehemently opposed the bail application and submitted that although the dispute arises in the context of the affairs and management of M/s. Faith Cricket Club, the allegations disclose commission of serious cognizable offences under Sections 420, 467, 468 and 471 of the Indian Penal Code. It is submitted that the prosecution case is not confined to a mere dispute regarding the management or reconstitution of the partnership firm. The complainants have specifically alleged that they were deceitfully and unlawfully removed from the partnership on the basis of a Retirement Deed dated 02.02.2021, which is alleged to have been forged and fabricated. The said document was thereafter allegedly used as a genuine document before various authorities and for conducting the affairs of the partnership firm. It is further submitted that the alleged Retirement Deed is a material document in the entire transaction and the question as to who prepared, executed, facilitated or used the said document, and with what knowledge and intention, are matters which require proper appreciation of the evidence collected during investigation. At the stage of bail, the Court is not required to conduct a detailed examination of the genuineness of the document or record a final finding regarding the

Applicant's culpability. It is further submitted that the allegations prima facie disclose dishonest and fraudulent conduct with the intention of depriving the complainants of their rights and interests in the partnership firm. The alleged acts, therefore, cannot be treated as merely civil in nature merely because they arise out of a partnership dispute. Where fraudulent conduct and use of forged documents are alleged, the existence of a civil remedy does not by itself bar criminal prosecution. He further submits that the alleged forged document was not merely created but was subsequently used and represented as genuine before various authorities and in connection with the affairs of the partnership firm. Thus, the allegations attract not only the offence of forgery but also the offence of using a forged document as genuine under Section 471 of the IPC. It is submitted that the FIR was registered after the complainants came to know of the alleged fraudulent acts, and the mere lapse of time between the alleged transactions and registration of the FIR does not, at the stage of bail, demolish the prosecution case. The explanation for the delay and the circumstances in which the alleged forgery came to light are matters to be examined on the basis of evidence during trial. He submits that the defence plea that the Applicant had no role in preparation or execution of the Retirement Deed is a matter of defence which cannot be conclusively adjudicated at the stage of consideration of bail. The material collected by the Investigating Agency, including the documentary evidence and statements of the concerned persons, prima facie establishes the Applicant's involvement, which is sufficient for the present purpose.It is further submitted that the alleged offences involve substantial proprietary and financial rights of the complainants and relate to a deliberate attempt to alter the constitution and control of the partnership firm by allegedly resorting to forged documentation. Such conduct, if established, would cause serious prejudice to the complainants and undermine the sanctity of commercial and legal documents.

5. I have heard the submissions made by counsel for parties and perused the case diary

6 . Considering the overall facts and circumstances of the case, and particularly the fact that two QD reports have been submitted by the State agencies, this Court finds that there is a material dispute regarding the genuineness of the signatures in question. One QD report opines that the signatures of the complainant appearing on the Partnership Deed, Retirement Deed and Writ Petition are different, whereas the other QD report issued by the same department opines that the signatures appearing on the aforesaid documents are genuine and match with each other. The question as to which of the two QD reports is authentic and reliable, and which opinion correctly reflects the genuineness of the signatures, can be determined only after a proper appreciation of the entire material available on record and examination of the relevant evidence during the course of trial. At the stage of consideration of bail,

it would not be appropriate for this Court to conclusively adjudicate upon the conflicting expert opinions.

7. Accordingly, without expressing any opinion on the merits of the case, this Court is inclined to grant bail to the applicant, therefore, the application filed by the applicant is hereby **allowed**.

8. It is directed that the applicant herein shall be enlarged on bail upon his furnishing a personal bond in the sum of **Rs.2,00,000 (Rupees Two Lakh only)** with one solvent surety in the like amount to the satisfaction of the trial court concerned for his appearance before the said Court on all such dates as may be fixed in this regard during pendency of the trial.

9. It is further directed that the applicant shall comply with the provisions of Section 480 (3) of B.N.S.S.

(AJAY KUMAR NIRANKARI)
JUDGE

S /-