RAJASTHAN HIGH COURT
सत्यमेव जयते

HIGH COURT OF JUDICATURE FOR RAJASTHAN
AT JODHPUR

S.B. Criminal Miscellaneous (Petition) No. 5022/2026
CNR: RJHC010602682026 | URN: CRLMP / 9031U / 2026

Rajasthan High Court
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1. Mohit Sabharwal, Aged About 42 Years, Authorised Representative, Global Link Commodity Pvt Ltd, Global Link Commodities, B-803, Reach 3 Roads Mall, Sector 70, Gurugram (Haryana)-122001.
2. Sudhir Sharma, Aged About 40 Years, Employee, Global Link Commodity Pvt Ltd, Global Link Commodities, B-803, Reach 3 Roads Mall, Sector 70, Gurugram (Haryana)-122001.

----Petitioners

Versus

1. State Of Rajasthan, Through Public Prosecutor
2. Subham Sigal S/o Shri Sanjay Sigal, R/o 14, 347/1, Vyas Dental Collage Ke Pas, Kudi Bhagtasani, Kudi Bhagtasni, Jodhpur City West, Rajasthan, India.

----Respondents

For Petitioner(s)	:	Mr. K. Shiva with Mr. Rahul Yaduvanshi and Mr. Piyush Chouhan
For Respondent(s)	:	Mr. Vikram Singh Rajpurohit, PP Mr. Ravindra Singh Bhati, PP
For Complainant(s)	:	Mr. Akshay Surana Mr. Tarun Dudia Mr. Pulkit Surana

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HON'BLE MR. JUSTICE SUNIL BENIWAL

Reportable

Order

Conclusion of Arguments &
Reserved on : 26/10/2026
Pronounced on : 04/11/2026

1. The present petition has been filed under Section 528 BNSS seeking quashing of the FIR No.177/2026 registered at Police Station Kudi Bhagtasni, District Jodhpur City West alleging

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offences under Sections 318(4), 316(2) & 61(2) BNS and Section 66D of the Information Technology Act, 2000.

2. The facts of the case are the impugned FIR came to be lodged by the complainant alleging that he is the proprietor of Renaissance Agri, a proprietorship firm engaged in the business of pulses. It was alleged that in August 2025, Mohit Sabharwal, stated to be associated with Global Link Commodity Pvt. Ltd., approached the complainant with an offer to purchase 250 metric tonnes of Australian-origin Whole Red Lentils Nipper No.1 at USD 610 per metric tonne, assuring the complainant that the transaction would be facilitated under a Tariff Rate Quota (TRQ) Certificate, thereby yielding substantial profits and exemption from import duty. Pursuant thereto, a sales contract dated 18.08.2025 was executed between Renaissance Agri as the buyer and Marina Commodity as the seller, and the complainant remitted an advance payment of USD 7,625, equivalent to Rs.6,91,384, on 07.10.2025. However, when the complainant subsequently sought the TRQ Certificate, it was informed on 25.11.2025 that the quota for the year 2025 had expired.

2.1. It was further alleged that the shipment was dispatched without timely intimation to the complainant regarding its dispatch and the requisite original documents. Although the complainant was informed that the vessel would arrive at Kolkata Port on 20.01.2026 and that the original documents had been sent to the bank, the documents were received by the bank only on 11.02.2026, after expiry of the free detention period. The

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RAJASTHAN HIGH COURT सत्यमेव जयते

complainant alleges that despite repeated communications, the accused persons failed to provide timely updates and subsequently assured that the detention and demurrage charges would be borne by the seller. The complainant claimed that, relying upon these assurances, he agreed to facilitate customs clearance and, on 19.03.2026, delivered the original documents to the clearing agent. On 20.03.2026, he also transferred Rs.23,00,000 towards customs duty and clearing charges to RKA Logistic Pvt. Ltd.

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2.2. It is further alleged in the FIR that pursuant to the arrangement proposed by Marina Commodity, the consignment was delivered to a new buyer, New Tea Impex Pvt. Ltd., on 25.03.2026. However, despite repeated requests, the complainant was neither reimbursed the advance payment and expenses incurred nor compensated for the alleged losses. It was alleged that Global Link Commodity Pvt. Ltd. and Marina Commodity, acting in concert, dishonestly induced the complainant to enter into the transaction, misappropriated the advance amount and the money paid towards customs duty and clearing charges, and caused a liability of USD 1,51,084.80 to be imposed upon the complainant in respect of the bank transaction. The complainant further alleged that, instead of reimbursing the amounts claimed, the seller demanded payment towards detention and demurrage charges by email dated 02.04.2026.

2.3. On the basis of the allegations of cheating, criminal breach of trust and conspiracy, the complainant filed the impugned FIR.

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Aggrieved by the lodging of the same, the present petition has been filed by the accused – Mohit Sabharwal and Sudhir Sharma who are representatives of Global Link Commodity Pvt. Ltd. seeking quashing of the said FIR.

3. Learned counsel for the petitioners, while arguing the present petition, made the following submissions:-

(i) The transaction was governed by the Business Confirmation dated 15.08.2025 and the Sales Contract dated 18.08.2025, executed between Marina Commodities Inc., as seller, and Renaissance Agri, as buyer, with Global Link Commodities Pte. Ltd. acting as broker. The petitioners were neither sellers nor buyers, importers, consignees or owners of the goods and had merely facilitated the transaction through commercial coordination. They neither issued invoices nor received any consideration.

(ii) The essential ingredients of cheating under Section 318(4) BNS are not made out, as there was no deception or dishonest inducement at the inception of the transaction. The Sales Contract did not make the transaction conditional upon issuance of a TRQ Certificate. The complainant sought the certificate only on 13.11.2025 and 24.11.2025, by which time the 2025 quota had expired. Thus, the allegation regarding the TRQ Certificate, at best, concerned subsequent contractual performance and did not establish any initial dishonest intention.

(iii) The ingredients of criminal breach of trust under Section 316(2) BNS are also made out as the petitioners neither received the advance payment of Rs.6,91,384, which was transferred

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directly to Marina Commodities Inc., nor the amount of Rs.23,00,000 paid towards customs duty and CHA charges, which was transferred to RKA Logistic Pvt. Ltd. No property was entrusted to the petitioners, nor did they exercise any dominion or beneficial interest over the same.

(iv) The allegation of criminal conspiracy under Section 61(2) BNS is vague and unsupported by any material. Mere correspondence or coordination between parties in the course of a commercial transaction does not establish criminal conspiracy. Further, Section 66D of the Information Technology Act, 2000, is not attracted, as there is no allegation of cheating by personation through a computer resource or electronic communication and the emails exchanged were ordinary commercial communications between known parties.

(v) The allegations concerning delay in shipment updates, receipt of original documents, Bill of Entry, expiry of free detention period, demurrage, detention and market losses arose out of contractual and commercial dealings. The FIR itself refers to the revised arrangement proposed by Marina on 11.03.2026, under which the complainant agreed, subject to conditions, to facilitate customs clearance and adjust the amounts paid. The goods were thereafter delivered to New Tea Impex Pvt. Ltd. on 25.03.2026. Thus, the dispute essentially concerns reimbursement of expenses, outstanding payments and settlement of accounts, for which civil remedies are available.

(vi) Reliance was placed on following judgments:-

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(a)- ***Delhi Race Club (1940) Ltd. Vs. State of U.P.; (2024) 10 SCC 690***

(b)- ***Bharateesh Reddy Vs. Ramesh Ranganathan; (2022) 16 SCC 210***

(c)- ***Vijay Kumar Ghai Vs. State of West Bengal; (2022) 7 SCC 124***

(d)- ***Hridaya Ranjan Prasad Verma Vs. State of Bihar; (2000) 4 SCC 168***

(e)- ***State of Haryana Vs. Bhajan Lal; AIR 1992 SC 604***

(f)- ***Somnath Puri Vs. State of Rajasthan; (1972) 1 SCC 630***

3.1. Based on the above submissions, learned counsel for the petitioners submitted that the dispute relates to the performance of contractual obligations and subsequent settlement negotiations between the parties and the criminal proceedings have been initiated to give a criminal colour to a commercial dispute. Accordingly, the present FIR is a gross abuse of process of law and deserves to be quashed and set aside.

4. Learned counsel for the respondent no.2, while refuting the submissions made by learned counsel for the petitioners, made the following the submissions:-

(i) The petitioners have suppressed material facts and selectively placed electronic correspondence on record. During the visit of the investigating officials to their office at Gurugram on 15.06.2026, the petitioners sought one week’s time to arrange

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refund of the amount claimed by the complainant. Such conduct and non-disclosure of material facts disentitle them from seeking discretionary relief.

(ii) The petitioners are attempting to portray a premeditated criminal conspiracy as a mere commercial dispute by projecting themselves as neutral brokers acting between the buyer and the foreign seller. The petitioners were not mere brokers but had actively induced the complainant to enter into the transaction by offering attractive rates, insisting upon a 5% advance and assuring supply of goods and reimbursement of subsequent expenses. Global Link Commodities was being operated from the petitioners' office at Gurugram under the guise of a Singapore-based entity. Their actual role in the transaction, therefore, requires investigation. As a matter of fact, the petitioners have incorporated various shell companies at foreign address and are using the same to extort money from genuine buyers.

(iii) The Business Confirmation dated 15.08.2025 and Sales Contract dated 18.08.2025 were allegedly used to lend legitimacy to the transaction. After obtaining an advance of USD 7,625, the petitioners and seller induced the complainant to incur customs duty and CHA charges exceeding Rs.23,00,000/- and furnish a bank undertaking of approximately Rs.1.42 crore, on assurances of reimbursement. Despite the complainant facilitating clearance of the goods, the promised amounts were not refunded, prima facie indicating dishonest inducement. The sequence of events, read as a whole, prima facie indicates fraudulent inducement and

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cannot be dismissed as a mere failure to perform contractual obligations.

(iv) Contrary to the petitioners' contention, the complainant had been assured of the availability of the TRQ Certificate before entering into the transaction. Further, the delay in providing original shipping documents, despite the vessel's arrival on 20.01.2026, resulted in demurrage, detention and other charges. The communications dated 11.02.2026, 20.02.2026 and 03.03.2026 were relied upon to contend that the petitioners had assured reimbursement of such charges but subsequently shifted the liability upon the complainant. The subsequent delivery of goods to New Tea Impex Pvt. Ltd. was also facilitated by the complainant in the hope of recovering its advance and expenses, on the assurances extended by the seller and the petitioners, however, no payment was made.

(v) The seller's demand dated 02.04.2026 for an additional USD 60,000 towards shipping line charges, despite earlier assurances that such charges would be borne by the seller and the petitioners, further reflects the pattern of withholding the promised refund and raising additional monetary demands. The fact that the advance and customs-related payments were transferred to the accounts of Marina Commodities Inc. and R.K. Logistics, respectively, does not absolve the petitioners of liability, as persons participating in a criminal conspiracy may be liable under Section 61(2) BNS irrespective of who physically received

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the funds or cargo. Their alleged role in inducing payments and assuring reimbursement requires investigation.

(vi) The allegations under Sections 318(4), 316(2) & 61(2) BNS and Section 66D of the Information Technology Act, 2000, require examination in the light of the entire sequence of events and the electronic communications exchanged between the parties. The allegations of dishonest inducement, non-reimbursement of amounts paid on assurances, withholding of funds and the alleged coordinated conduct of the petitioners and the seller disclose matters requiring investigation. The question of dishonest intention cannot be determined solely from the absence of an express admission of fraud in the initial correspondence, as such intention may be assessed from the representations made and the subsequent conduct of the parties. The petitioners' assertion that they acted only as brokers and had no dominion over the funds or goods raises disputed factual issues that cannot be conclusively adjudicated in proceedings under Section 528 BNSS.

4.1. Based on the above submissions, learned counsel for the respondent no.2 submitted that the matter requires thorough investigation and the FIR in question does not deserves to be quashed.

5. Learned Public Prosecutor submitted that the question whether the transaction was a genuine commercial arrangement or a device employed to commit fraud involves disputed questions of fact that must be examined by the investigating agency on the basis of the complete correspondence and other evidence. The

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petitioners cannot, therefore, seek quashing of the FIR by relying upon selected contractual documents or by inviting this Court to determine their precise role at the stage of investigation.

5.1. He further submitted that the present case does not fall within the categories warranting interference under Section 528 BNSS, as explained by the Hon'ble Supreme Court in the case of ***Bhajan Lal*** (supra). He contended that the FIR, read as a whole and accepted at face value, discloses allegations requiring investigation into offences alleged and the petitioners are impermissibly seeking adjudication of disputed questions of fact at a premature stage. The existence of a commercial relationship, subsequent settlement negotiations or a claim for reimbursement does not, by itself, negate the possibility of criminal conduct. He therefore prayed that the criminal misc. petition be dismissed and the investigation pursuant to the impugned FIR be permitted to proceed in accordance with law.

6. Heard learned counsel for the parties and perused the material available on record.

7. It is noted that vide order dated 22.07.2026, the parties were directed to appear before the learned Mediator of the Mediation Centre of this Court. However, since the mediation proceedings failed, the interim protection granted vide the said order was vacated on 13.10.2026, and the matter was directed to be listed on 26.10.2026, when it was finally heard.

8. True it is that where the Court finds that criminal proceedings have been initiated merely to pre-empt or exert

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pressure in a civil dispute between the parties, interference in exercise of inherent jurisdiction may be warranted. However, the mere existence of a commercial transaction or availability of a civil remedy does not, by itself, exclude the possibility of criminality. The Court is required to examine whether the allegations in the FIR, taken at their face value and considered in their entirety, disclose the commission of cognizable offences.

8.1. It is also necessary to bear in mind the settled principles governing the exercise of inherent jurisdiction of this Court. In the case of ***Bhajan Lal*** (supra), the Hon'ble Supreme Court, while illustrating the categories of cases in which the inherent jurisdiction may be exercised, held that where the allegations made in the FIR, even if taken at their face value and accepted in their entirety, do not prima facie constitute any offence, or where the uncontroverted allegations and the material collected during investigation do not disclose the commission of any offence, interference by the High Court would be justified.

8.2. Further, in ***Neeharika Infrastructure Pvt. Ltd. Vs. State of Maharashtra; (2021) 19 SCC 401***, the Hon'ble Supreme Court has cautioned that the power of quashing criminal proceedings is to be exercised sparingly and that the High Court should not embark upon an enquiry into the reliability or genuineness of the allegations or undertake a mini-trial while exercising such jurisdiction.

8.3. Thus, the exercise of inherent jurisdiction requires the Court to examine whether the allegations and the material available on

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record disclose the essential ingredients of the offences alleged, without undertaking an elaborate appreciation of evidence or recording findings on disputed questions of fact which are ordinarily required to be determined during trial.

9. In the present case, the allegations in the FIR are not confined merely to non-payment of an outstanding commercial amount or failure to honour a contractual obligation. The complainant has alleged that the petitioners actively induced it to enter into the transaction by making representations regarding the supply of goods, availability of the TRQ Certificate and reimbursement of the amounts to be incurred towards customs duty and CHA charges. It is further alleged that, acting upon such representations, the complainant transferred the advance amount and subsequently incurred substantial expenses for clearance of the goods, but the promised amounts were not reimbursed. The allegations also refer to the delay in furnishing the original shipping documents, the assurances extended regarding payment of charges and the subsequent demand of USD 60,000 towards shipping line charges.

10. The petitioners have sought to explain their role by contending that they acted merely as brokers and that neither the advance amount nor the amount paid towards customs duty and CHA charges was received by them. However, at this stage, the said contention cannot be examined in isolation from the other allegations levelled in the FIR. The question whether the petitioners were merely intermediaries or had actively participated

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in the alleged inducement and subsequent conduct is a matter requiring examination of the correspondence and other material during investigation. Similarly, the fact that the amounts were transferred to the accounts of the seller and the logistics company would not, by itself, be sufficient to rule out the alleged participation of the petitioners.

11. The rival submissions also disclose that the parties rely upon different communications to support their respective versions regarding the TRQ Certificate, delay in dispatch of documents, reimbursement of expenses and the subsequent arrangement for delivery of the goods to the new buyer. An assessment of these communications, their context and the role attributable to each of the parties would necessarily involve examination of disputed questions of fact. Such an exercise cannot appropriately be undertaken in proceedings under Section 528 BNSS, particularly when the investigation is required to ascertain the circumstances in which the transaction was entered into and the subsequent assurances and payments were made.

12. It is settled position of law that the inherent jurisdiction of this Court is to be exercised sparingly and with circumspection. At the stage of considering a petition for quashing FIR, the Court is not required to undertake a meticulous examination of the evidence or determine the truthfulness of the allegations. In the present case, upon a consideration of the allegations in the FIR as a whole, this Court is not persuaded to hold that the dispute is purely civil in nature or the allegations, even if taken at their face

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value, do not disclose any cognizable offence. The defences raised by the petitioners would be matters for consideration during investigation and, if required, at the appropriate stage of the proceedings.

13. In view of the discussion made above, this Court does not find any ground warranting exercise of inherent jurisdiction under Section 528 BNSS for quashing the impugned FIR. Consequently, the present criminal miscellaneous petition is **dismissed**.

14. Needless to observe that the observations made herein shall not prejudice the investigation or the rights and contentions of either party.

15. Pending application(s), if any, stand(s) disposed of.

(SUNIL BENIWAL),J

RAKESH MATHUR

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