

CRM-M-44216-2025 (O&M) &
CRM-M-44201-2025 (O&M)

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2026:PHHC:027428



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

1. CRM-M-44216-2025 (O&M)
DECIDED ON: 20.02.2026

KUNAL GOLCHHAPETITIONER

VERSUS

STATE OF PUNJABRESPONDENT

2. CRM-M-44201-2025 (O&M)

VINOD GOLCHHAPETITIONER

VERSUS

STATE OF PUNJABRESPONDENT

CORAM: HON'BLE MS. JUSTICE MANDEEP PANNU

Present: Mr. Preetinder Singh Ahluwalia, Sr. Advocate with
Mr. Keshav Partap Singh and Mr. Jaiveer Singh, Advocates and
Mr. Manvendra S. Bishnoi, Advocate
for the petitioner.

Mr. H.S. Wadhwa, DAG, Punjab.

Mr. P.P. Nayak, Advocate and
Mr. Pratap Singh Gill, Advocate
for the complainant.

MANDEEP PANNU, J (ORAL)

1. This is the first petition under Section 482 of the BNSS on behalf of the petitioner, namely, Kunal Golcha for the grant of anticipatory

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bail in FIR No. 561 dated 20.12.2024, registered under Sections 318 and 61(2) of the BNS at Police Station Zirakpur, District SAS Nagar (Mohali).

2. It is further noticed that apart from the present petition, co-accused Vinod Golchha has also filed a separate petition under Section 482 of the BNS seeking the concession of anticipatory bail, and since both petitions arise out of the same FIR, identical allegations, and a common set of transactions, the same are being decided together by this common order.

3. Briefly stated, the FIR in the present case came to be registered on the complaint filed by Anish Sharma, who moved an application before the Court of learned JMIC, Dera Bassi under Section 175(3) of the BNS, 2023, seeking directions to the SHO, Police Station Zirakpur, to register and investigate a case against Kunal Golchha and co-accused Vinod Golchha under Sections 318, 336, 338, 340 and 61(2) of the BNS, 2023. In the said complaint, it was alleged that the accused persons induced the complainant on the pretext of selling gold for business purposes and represented that they possessed sufficient quantity of gold. Believing their representations, the complainant agreed on 13.05.2024 to purchase 36.460 kilograms of gold at the rate of ₹74,30,000 per kilogram and transferred an amount of more than ₹27 crores to the bank account provided by the accused persons, who also issued an invoice in that regard. However, despite receiving the entire payment, the accused failed to deliver the agreed quantity of gold and gold worth more than ₹6 crores remained outstanding, thereby cheating the complainant.

4. Thereafter, the learned JMIC sought a report from the SHO, Police Station Zirakpur, who conducted an enquiry and submitted his status

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report. In the said report, it was revealed that the accused were not having 35 kilograms of gold in their stock despite having received more than ₹27 crores from the complainant, and during enquiry the accused admitted that they had received the entire amount of more than ₹27 crores from the complainant but had not delivered the entire agreed quantity of gold i.e. about 36.460 kilograms. Upon consideration of the complaint, documents annexed and the enquiry report, the learned JMIC held that it appeared that both the accused persons had hatched a conspiracy and thereby cheated the complainant of crores of rupees by inducing him to enter into the deal. Accordingly, while exercising powers under Section 175(3) BNSS, 2023, vide order dated 04.12.2024, the learned JMIC sent the complaint to the concerned police station with a direction to the SHO, Police Station Zirakpur, to register an FIR against Kunal Golchha and Vinod Golchha under Sections 318 and 61(2) of the BNS, 2023. Pursuant thereto, FIR No. 561 dated 20.12.2024 was registered under Sections 318 and 61(2) of the BNS, 2023 at Police Station Zirakpur, District SAS Nagar.

5. Learned counsel for the petitioners contends that the petitioners have been falsely implicated in the present case and have no criminal intent, as the dispute arises out of a purely commercial transaction. It is submitted that the petitioner-Kunal Golchha is engaged in the business of precious metals and is the director of M/s Baash Diamonds Private Limited, whereas co-accused Vinod Golchha is merely his father and has no role in the business. It is further contended that the complainant company, through its representative Mr. Arminster Singh, had approached the petitioner for purchase of gold and pursuant to an oral understanding entered in May 2024,

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it was agreed that about 35.405 kilograms of 24-carat gold would be supplied in tranches at the prevailing market rate.

6. It is further the admitted case of the petitioner, namely, Kunal Golchha that he received payment of more than ₹27 crores from the complainant and, in pursuance of the agreement, delivered gold in instalments from 16.05.2024 to 28.06.2024, totalling 27 kilograms. It is submitted that the petitioner stopped further delivery only because the complainant's representative failed to acknowledge receipt of the earlier consignments except the first tranche of 8 kilograms and began making additional and unlawful demands. According to the petitioner-Kunal Golchha, out of the agreed quantity of approximately 35.405 kilograms, only about 27 kilograms has been supplied and the remaining quantity was withheld due to the complainant's conduct, and therefore the dispute is contractual in nature rather than criminal.

7. On 29.11.2025, this Court observed that according to the submission made by learned counsel for the petitioners, there exists CCTV footage showing that Arminster Singh, accompanied by police officials, had come to the office and was seen taking the remaining 8 kilograms of gold jewellery. In view of the said submission, this Court directed the petitioners to provide the CCTV footage to the learned State counsel, and the State was further directed to file a report on the aforesaid aspect.

8. On the other hand, learned State counsel has submitted that in compliance of the order dated 29.11.2025, a status report has been filed, which is taken on record, wherein it is stated that the petitioners did not provide any CCTV footage to the State counsel till 17.12.2025 and only

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thereafter produced a pen drive containing four CCTV/video footages before the investigating officer on 19.01.2026. It is submitted that the investigating officer recorded the statements of employees of the petitioners as well as the authorized signatory of the complainant company with regard to the said footage, and as per the statement of the authorized signatory, the order was placed for 36.460 kilograms of gold and the complainant has not received 15.460 kilograms from the petitioners. It is further submitted that the footage merely shows certain persons visiting the office and conversation taking place, and in one video the petitioner is seen showing jewellery to a person who, after checking, returned it and the same was kept back, and no footage shows delivery of jewellery to the complainant or anyone leaving the office with it. It is further pointed out that during enquiry the petitioner himself had stated on 13.08.2024 that he had supplied only 27 kilograms of gold and was still liable to supply 8 kilograms 405.45 grams, thereby contradicting the plea now sought to be raised on the basis of the CCTV footage. Accordingly, it is submitted that the reliance placed by the petitioners on the said footage is misconceived and their claim is false.

9. Learned counsel for the complainant argues on the same lines as has been argued by learned State counsel.

10. Having considered the submissions addressed by learned counsel for the parties and the material placed on record, this Court further finds it significant to note that pursuant to the earlier directions, CCTV footage relied upon by the petitioners has been produced and examined during investigation. A perusal of the status report and the description of the video recordings reveals that none of the CCTV clips show delivery of the

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remaining quantity of approximately 8 kilograms of gold to the complainant or its representative. Rather, the footage only depicts certain persons visiting the office premises and, at best, shows jewellery being displayed and thereafter returned to the petitioner, with no visual indication of any transfer of possession of gold corresponding to the alleged balance supply. Thus, the primary defence sought to be raised on the strength of the CCTV material does not *prima facie* support the petitioners' plea that the entire quantity stood delivered.

11. It is also not disputed that the petitioners have received payment exceeding ₹27 crores from the complainant and admittedly supplied only about 27 kilograms of gold, while the balance quantity remains undelivered. The existence of such admitted shortfall, coupled with allegations that representations were made regarding availability of stock which was not actually possessed, *prima facie* attracts the ingredients of the offence of cheating, inasmuch as there are specific assertions of inducement and delivery of property on the basis of such inducement. The mere fact that the transaction arose out of a commercial dealing does not ipso facto exclude criminal liability where the allegations disclose fraudulent or dishonest intention from the inception. A transaction may have both civil consequences and criminal facets, and the availability of a civil remedy does not bar criminal prosecution where the foundational allegations disclose commission of a cognizable offence.

12. The reliance placed by learned counsel for the petitioners upon the judgment of the Hon'ble Supreme Court in *Lalit Chaturvedi & others vs. State of Uttar Pradesh & Another, 2024(2) RCR(Criminal) 73* is

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misplaced in the facts of the present case. In the said decision, the Hon'ble Court emphasized the distinction between a mere breach of contractual obligation and the offence of cheating, holding that criminal liability would not arise where the allegations only disclose non-performance of contractual terms without any material showing dishonest intention at the inception or entrustment as required under penal provisions. The said judgment turned on its own facts, where the prosecution material lacked foundational allegations constituting the essential ingredients of the alleged offences.

13. In the present matter, however, the factual matrix stands on an entirely different footing. Here, there are categorical allegations that the complainant was induced to part with an enormous amount of money on the representation that the accused possessed sufficient stock of gold to fulfil the order, whereas the enquiry report indicates that such stock was not available with them. The admitted receipt of the full consideration amount, the substantial deficiency in delivery, the absence of material showing supply of the remaining quantity, and the circumstances emerging from investigation collectively constitute *prima facie* material suggestive of deception and inducement. These features, taken together, go beyond a simple breach of contract and disclose elements which, if ultimately established at trial, would satisfy the ingredients of cheating under criminal law.

14. Accordingly, the precedent relied upon by the petitioners, which was rendered in a factual context where basic ingredients of criminality were absent, does not advance their case and is clearly distinguishable. At this stage, this Court is only required to assess whether the allegations and material disclose a *prima facie* offence, meticulous evaluation of defence

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pleas or adjudication on disputed questions of fact would be impermissible. Viewed thus, the contention that the dispute is purely civil in nature cannot be accepted at this stage, and the record reveals sufficient grounds to treat the allegations as disclosing criminal liability, subject of course to proof during trial.

15. Petitioner-Vinod Golchha is stated to be the father of co-accused Kunal Golchha, whereas Kunal Golchha is asserted to be the Director of M/s Baash Diamonds Private Limited. As per the allegations set forth in the complaint, the complainant had entered into an agreement to purchase 24-carat gold from both accused persons, namely Kunal Golchha and Vinod Golchha, and it is specifically alleged that both of them issued the bill/invoice in respect of the said transaction and jointly participated in the representations pursuant to which the complainant transferred the amount in question. Thus, at this stage, the role attributed to both the petitioners is intertwined and cannot be segregated for the purpose of anticipatory bail.

16. In view of the aforesaid discussion, the nature and gravity of allegations, the *prima facie* material indicating inducement and receipt of a substantial amount without complete delivery of the promised gold, the absence of supporting material in the CCTV footage regarding alleged supply of the remaining quantity, and the specific roles attributed to both the petitioners, this Court does not find it to be a fit case for grant of anticipatory bail.

17. Consequently, both the anticipatory bail petitions filed by petitioners, namely, Kunal Golchha and Vinod Golchha stand dismissed.

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18. All pending miscellaneous application(s), if any, stands disposed of.

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Poonam Negi

Whether speaking/reasoned

Whether reportable

Yes/No

Yes/No

**(MANDEEP PANNU)
JUDGE**