



2026:AHC:12363

HIGH COURT OF JUDICATURE AT ALLAHABAD

CRIMINAL MISC. BAIL APPLICATION No. - 43211 of 2025

Zeeshan Ali

.....Applicant(s)

Versus

State of U.P.

.....Opposite
Party(s)

Counsel for Applicant(s)	:	Ehtesham Akhtar, Sr. Advocate
Counsel for Opposite Party(s)	:	G.A.

Court No. - 68

HON'BLE ASHUTOSH SRIVASTAVA, J.

Heard Shri SFA Naqvi, learned Senior Counsel assisted by Shri Ehtesham Akhtar, learned counsel for the applicant, Shri Yagvalk Pandey, learned AGA for the State and perused the records.

This bail application under Section 483 of Bharatiya Nagarik Suraksha Sanhita, 2023 has been moved on behalf of accused-applicant, Zeeshan Ali, seeking enlargement on bail in Case Crime No. 117 of 2024, under Sections 384, 406, 420, 465, 467, 471, 504, 506, 120B IPC and Section 66, 72 of I.T. Act, Police Station Cyber Crime, District Gautam Buddha Nagar, during the pendency of the trial before the Court below. The bail application of the applicant before the Court below was rejected by the learned Addl. District & Sessions Judge, Ist, Gautam Budh Nagar vide order dated 31.10.2025 and the applicant is languishing in jail since 17.9.2025.

Shri S.F.A. Naqvi, learned Senior Counsel while pressing the bail plea of the applicant vehemently submits that the applicant is entirely innocent and has been falsely implicated in this very case crime number for ulterior motives. The FIR giving rise to the present case crime number was lodged pursuant to an application under Section 174 (3) BNSS. In the FIR, it has been alleged that the informant who deals with Textile business was on the lookout of an industrial plot. The informant was introduced to one Shamsher Singh, who showed the informant plot bearing No.F-42, Sector 6, Noida ad-measuring about 796 square meter over which one basement, ground floor, first and second floors were constructed. The plot in question was owned by Jee

Media Pvt. Ltd. and mortgaged with Indian Bank, Sushant Lok Branch. The applicant is stated to be the Director of Jee Media Pvt. Ltd. An agreement to sell is alleged to have been executed on 30.3.2023 between Jee Media Pvt. Ltd., and the informant for a consideration of Rs.12,50,00,000/- with the condition that after discharging the entire loan amount in respect of the plot in question, a no dues certificate would be provided to the applicant by 30.4.2023. The informant is stated to have paid an amount of Rs.7,25,00,000/- in furtherance to the agreement along with required fee of Rs.16,75,718/-. A further sum of Rs.2,19,50,000/- was also demanded from the informant to be paid to the Bank for issuance of the No Dues Certificate. The informant is stated to have been provided a No Dues Certificate from the bank bearing the seal of the Bank and signatories of the Branch Manager and the Chief Manager. The FIR alleges that the No Dues Certificate issued by the Bank has been found to be forged. A sum of Rs.9,44,50,000/- has been paid against the said plot but the transfer memo has yet not been executed/provided to the informant.

Shri S.F.A. Naqvi, learned Senior Counsel has vehemently argued that the dispute between the informant and Jee Media Pvt. Ltd., is essentially a civil dispute where the enforcement of the Agreement to Sale is sought to be enforced. The applicant is merely an employee on salary basis and was authorized to act on behalf of Jee Media Pvt. Ltd., and signed the documents on its behalf acting as its Director. The applicant was acting under the directions of the Chairman of the Company. The informant has already been put in possession of the plot in question and is stated to have been conducting his business from the said plot. the only issue that remains is issuance of the Transfer Memo/Deed. It has also been argued that the applicant is a salary based employee in the company Jee Media Pvt. Ltd., and one percent share is held by one Maqsood Mohd. while remaining 99% shares are held by one Mohd. Waris and the applicant has no power or authority to perform any financial transaction on behalf of the company of which the applicant is Director. Charge sheet has been filed on 11.12.2025 and the investigation against the applicant stands closed and he is not required to be detained in jail any further for custodial interrogation.

It is lastly argued by Shri Naqvi, learned Senior Counsel for the applicant that the applicant has no criminal antecedents except the case at hand and

undertakes to extend his all cooperation. He shall not misuse the liberty of bail, if granted. Hence, bail has been prayed for.

Learned AGA could not dispute the submissions of learned counsel for the applicant.

Considering all above facts and circumstances, the nature of accusations, severity of the punishment in the case of conviction and nature of supporting evidence, reasonable apprehension of tampering with the witness and prima facie case, but without commenting on merit of case, a case for bail is made out.

Accordingly, the bail application is ***allowed***.

Let the accused-applicant, **Zeeshan Ali**, involved in above mentioned case crime number be released on bail, on his executing a personal bond and two reliable sureties each, in the like amount to the satisfaction of the court concerned, subject to the following conditions:

1. The applicant will not tamper with the evidence.
2. The applicant will not indulge in any criminal activity.
3. The applicant will not pressurize/intimidate the prosecution witnesses and co-operate in the trial.
4. The applicant will appear regularly on each and every date fixed by the trial court, unless his personal appearance is exempted through counsel by the court concerned.

In the event of breach of any of the aforesaid conditions, the court below will be at liberty to proceed to cancel his bail.

(Ashutosh Srivastava,J.)

January 5, 2026

Ravi Prakash