2026:DHC:5099

$~35 & 36

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of decision: 10th June, 2026

\+ **BAIL APPLN. 1136/2026**

ASHOK KUMAR PAL .....Petitioner

Through: Mr. N Hariharan, Sr. Adv. with Mr. Varun Chandiok, Mr. Alok Kumar, Mr. Sidharth Yadav, Mr. Arpit Mahendru, Advs.

versus

DIRECTORATE OF ENFORCEMENT .....Respondent

Through: Mr. Zoheb Hossain, Spl. Counsel for ED and Mr. Vivek Gurnani, Panel Counsel with Mr. Pranjal Tripathi, Mr. Kanishk Maurya, Ms. Tanvi Jain, Advs.

~36

\+ **CRL.M.C. 7670/2025**

ASHOK KUMAR PAL .....Petitioner

Through: Mr. N Hariharan, Sr. Adv. with Mr. Varun Chandiok, Mr. Alok Kumar, Mr. Sidharth Yadav, Mr. Arpit Mahendru, Advs.

versus

DIRECTORATE OF ENFORCEMENT .....Respondent

Through: Mr. Zoheb Hossain, Spl. Counsel for ED and Mr. Vivek Gurnani, Panel Counsel with Mr. Pranjal Tripathi, Mr. Kanishk Maurya, Ms. Tanvi Jain, Advs.

CORAM:
HON'BLE MS. JUSTICE MADHU JAIN

Madhu Jain, J. (Oral)

1. This hearing has been done through hybrid mode.

BAIL APPLN. 1136/2026

CRL.M.A. 5411/2026 & CRL.M.(BAIL) 2192/2025 in CRL.M.C. 7670/2025

2. The present application has been filed by the Applicant under Section 483 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (hereinafter referred to as the 'BNSS') seeking grant of regular bail in connection with ECIR/STF/14/2025 arising out of ***FIR No. 0131/2024*** and ***FIR No. 0079/2025***, presently pending for trial before the Court of learned ASJ-04, Patiala House Courts, New Delhi.

Brief Facts

3. The Applicant was working as Chief Financial Officer ('CFO') with Reliance Power Limited ('RPL') during the period from 29.01.2023 to 11.10.2025. He was also an authorised signatory of Reliance NU BESS Limited, formerly known as Maharashtra Energy Generation Limited ('Reliance NU'), a subsidiary of Reliance Power Limited.

4. On 26.06.2024, Solar Energy Corporation of India Limited ('SECI') issued a Request for Selection for setting up a 1000 MW/2000 MWh Stand-alone Battery Energy Storage System project. Bids were required to be submitted by 12.08.2024 along with a Bank Guarantee ('BG') of Rs.68.20 Crores.

5. A Co-operation Agreement dated 29.07.2024 was executed between Reliance Power Limited ('RPL') and M/s Biswal Tradelink Private Limited ('BTPL') for arrangement of a Bank Guarantee for participation in the SECI tender. A Supplementary Agreement dated 02.08.2024 was thereafter executed between the parties, providing for payment of commission/service

charges at the rate of 6.5% of the BG amount. Subsequently, *vide* letter dated 06.08.2024, the commission payable to BTPL was revised upward from 6.5% to 8% and the tenure was revised from two years to one year.

6. On 12.08.2024, a Bank Guarantee bearing No. ACEEL24.089SEC for an amount of Rs.68.20 Crores, purportedly issued by ACE Investment Bank Limited, Malaysia, and that the said Bank Guarantee was subsequently furnished before SECI. SECI, *vide* its communication dated 03.09.2024, informed Maharashtra Energy Generation Limited that the said bank was not a Scheduled Commercial Bank and called upon it to furnish a revised Bank Guarantee from a Scheduled Commercial Bank recognised by the Reserve Bank of India ('RBI').

7. It is the case of the prosecution that on 10.09.2024, accused Partha Sarathi Biswal and his accomplices arranged a purported endorsement on the letterhead of State Bank of India, CAG Branch, Gole Market, New Delhi, signed and stamped on 10.09.2024, in relation to Bank Guarantee No. FRIB24.0809SOL dated 09.09.2024, purportedly issued by FirstRand Bank, Philippines. According to the prosecution, the said endorsement was forged and was subsequently furnished to SECI in support of the aforesaid Bank Guarantee. However, *vide* Show Cause Notice dated 27.09.2024, SECI informed Reliance NU that the endorsement purportedly issued by SBI was not genuine. On 16.10.2024, the Applicant, on behalf of Reliance NU, lodged a complaint before the Economic Offences Wing against BTPL and its directors. Based on the said complaint, FIR No. 0131/2024 was registered on 11.11.2024 at Police Station Mandir Marg, New Delhi for offences punishable under Sections 318(4)/338/336(3)/340(2)/61(2) of the Bharatiya Nyaya

Sanhita, 2023 (hereinafter referred to as '*BNS*').

8. On the basis of the aforesaid FIR, being a scheduled offence, the Directorate of Enforcement registered ECIR/STF/14/2025 on 16.06.2025 under the provisions of the Prevention of Money Laundering Act, 2002 ('PMLA'). Subsequently, FIR No. 0079/2025 dated 24.06.2025 was registered at the instance of SECI at Police Station Mandir Marg, New Delhi for offences punishable under Sections 318(4)/338/336(3)/340(2)/61(2) of the BNS and Section 66D of the Information Technology Act, 2000, concerning substantially the same transaction, and was thereafter incorporated into the ECIR.

9. The Applicant cooperated with the investigation and his statements under Section 50 of the PMLA were recorded on 11.08.2025 and 12.08.2025. Thereafter, the Directorate of Enforcement filed a Prosecution Complaint being Complaint Case No. 67/2025 dated 06.10.2025 before the learned Special Court against Partha Sarathi Biswal and M/s Biswal Tradelink Private Limited. Subsequently, the Applicant was served with summons dated 07.10.2025 requiring his appearance before the Directorate of Enforcement on 10.10.2025. Pursuant thereto, the Applicant appeared before the investigating agency and was arrested on 10.10.2025.

10. The Applicant challenged the legality of his arrest before the learned Trial Court. The said challenge came to be rejected *vide* order dated 18.10.2025. Thereafter, the Directorate of Enforcement filed a supplementary prosecution complaint dated 05.12.2025 arraying the Applicant as an accused in the present case.

11. Subsequently, the Applicant preferred an application seeking default bail on 18.12.2025. The Applicant also filed an application seeking regular bail before the learned Trial Court. Both the applications came to be dismissed by the learned Trial Court *vide* a common order dated 11.03.2026.

12. Aggrieved by the rejection of both applications, the Applicant has preferred the present application seeking regular bail.

Submissions on behalf of the Applicant/Ashok Kumar Pal

13. Learned Senior Counsel for the Applicant submits that the Applicant has been in custody since 10.10.2025, for more than eight months. He submits that the matter is still at the pre-cognizance stage, the prosecution has cited 72 witnesses and arrayed 11 accused persons, and trial is not likely to commence or conclude in the near future. It is argued that continued detention in such circumstances amounts to pre-trial punishment. Reliance is placed upon ***Arvind Dham v. Directorate of Enforcement***, 2026 SCC OnLine SC 30, ***Udhaw Singh v. Directorate of Enforcement***, 2025 SCC OnLine SC 357 and ***Syed Iftikhar Andrabi v. National Investigation Agency***, 2026 SCC OnLine SC 881.

14. Learned Senior Counsel submits that the Applicant himself had lodged the complaint dated 16.10.2024 which culminated in registration of FIR No. 0131/2024 and, therefore, the Applicant is a victim of the alleged fraud and not a beneficiary thereof. He submits that no proceeds of crime accrued either to the Applicant or to Reliance Power Limited. According to the Applicant, the tender process was ultimately cancelled, no contract was awarded and no gain was derived by the Applicant from the alleged transaction.

15. He further submits that Reliance Power Limited had engaged M/s Biswal Tradelink Private Limited for arranging the Bank Guarantee and there is no material to show that the Applicant had knowledge that the Bank Guarantee arranged through BTPL was forged or fabricated. Learned Senior Counsel submits that even according to the Respondent, the alleged email forgery came to light on 11.09.2024 and the Applicant himself sought verification from SBI regarding the genuineness of the endorsement. It is submitted that immediately upon learning that the SBI confirmation was not genuine, Reliance Power Limited furnished a fresh Bank Guarantee issued by IDBI Bank on 26.09.2024 and also offered to secure the amount of the Bank Guarantee. According to the Applicant, such conduct is inconsistent with the allegation that the Applicant was knowingly involved in the alleged fraud.

16. Learned Senior Counsel submits that the case of the Directorate of Enforcement is primarily founded upon the statement of Amar Nath Dutta. It is argued that Amar Nath Dutta was himself involved in arranging the Bank Guarantees and was acting on behalf of the principal accused, namely Partha Sarathi Biswal. It is submitted that despite being aware of his role, the Directorate of Enforcement did not initially array him as an accused and has sought to rely upon his statement to implicate the Applicant. Reliance is placed upon ***Prem Prakash v. Union of India***, (2024) 9 SCC 787 and ***Arvind Kejriwal v. Directorate of Enforcement***, 2024 SCC OnLine SC 1703.

17. It is further submitted that the Applicant joined the investigation and appeared before the Directorate of Enforcement whenever called upon. Learned Senior Counsel submits that the Applicant's statements were recorded under Section 50 of the PMLA and that there was no occasion for

custodial interrogation. Reliance is placed upon ***Pankaj Bansal v. Union of India***, 2023 SCC OnLine SC 1244 to contend that mere allegations of non-cooperation cannot by themselves justify arrest under the PMLA.

18. Learned Senior Counsel submits that the Applicant has no criminal antecedents, has deep roots in society, is not a flight risk and has family and professional ties in India. He undertakes to comply with any conditions that may be imposed by this Court. It is also pointed out that investigation in the predicate offence remains pending. It is accordingly prayed that the Applicant be enlarged on regular bail.

Submissions on behalf of the Respondent / Directorate of Enforcement

19. *Per contra*, Learned Special Counsel for the Respondent/ED opposes the present application and submits that the investigation arising out of the present ECIR is being monitored by the Supreme Court in ***W.P.(C) No. 1217/2025*** titled ***E.A.S. Sarma v. Union of India & Ors***.. It is submitted that the said writ petition concerns allegations relating to companies of the Anil Dhirubhai Ambani Group and seeks a court-monitored investigation by various agencies including the Directorate of Enforcement. Learned Special Counsel submits that the Supreme Court, *vide* order dated 04.02.2026, took note of the investigation arising out of the present ECIR and directed the Directorate of Enforcement to examine the financial transactions under investigation, constitute a Special Investigation Team comprising senior officers and file periodical status reports. Subsequent status reports have also been filed before the Supreme Court.

20. Learned Special Counsel submits that the present case pertains to Bank

Guarantee No. ACEEL24.089SEC dated 12.08.2024 purportedly issued by ACE Investment Bank Limited, Malaysia, and Bank Guarantee No. FRIB24.0809SOL dated 09.09.2024 purportedly issued by FirstRand Bank, Philippines, and that forged SBI endorsements and SFMS confirmations were subsequently furnished in connection with the said Bank Guarantees before SECI.

21. He submits that FIR No. 0131/2024 and FIR No. 0079/2025 disclose commission of scheduled offences and ECIR/STF/14/2025 was accordingly registered under the provisions of the PMLA. He further submits that criminal conspiracy to commit scheduled offences which generate proceeds of crime is equally liable to be prosecuted under the PMLA. The proceeds of crime have been quantified at Rs.11.73 Crores, comprising payments made by Reliance Power Limited and Rosa Power Supply Company Limited to M/s Biswal Tradelink Private Limited.

22. Learned Special Counsel submits that the Applicant, while functioning as Chief Financial Officer of Reliance Power Limited, executed the Co-operation Agreement dated 29.07.2024, the Supplementary Agreement dated 02.08.2024 and the letter dated 06.08.2024 revising the commission payable to BTPL. The payments made to BTPL and the transactions routed through Rosa Power Supply Company Limited form part of the ongoing investigation. It is submitted that the Applicant's contention that he was merely a CFO and therefore played a limited role in the affairs of the company deserves to be rejected, inasmuch as the material on record demonstrates his direct and active involvement in executing the aforesaid agreements and correspondence.

23. Learned Special Counsel further submits that electronic evidence collected during investigation, including WhatsApp communications, reveals use of forged SBI endorsements, email communications and confirmations relating to the Bank Guarantees. Reliance is also placed upon statements recorded under Section 50 of the PMLA and other material collected during investigation.

24. Learned Special Counsel submits that statements recorded under Section 50 of the PMLA are admissible and may be relied upon at the stage of bail. Reliance is placed upon ***Rohit Tandon v. Directorate of Enforcement***, (2018) 11 SCC 46, ***Tarun Kumar v. Directorate of Enforcement***, 2023 SCC OnLine SC 1486 and ***Satyender Kumar Jain v. Directorate of Enforcement***, 2024 INSC 217.

25. He further submits that the Applicant does not satisfy the twin conditions prescribed under Section 45 of the PMLA. Learned Special Counsel submits that the period of custody of less than eight months cannot, by itself, be a ground for grant of bail, nor can bail be granted merely on the basis of parity with other accused. He further submits that the quantum of sentence is not the sole indicator of the gravity of an offence and that economic offences of the present nature constitute a class apart, warranting a more stringent approach at the stage of bail. It is also submitted that mere completion of investigation *qua* the Applicant cannot furnish an independent ground for bail under the PMLA. Learned Special Counsel further submits that Section 24 of the PMLA is applicable and the burden lies upon the Applicant to demonstrate that the property in question does not constitute proceeds of crime. Reliance is placed upon ***Vijay Madanlal Choudhary v.***

Union of India, 2022 SCC OnLine SC 929, ***Union of India v. Kanhaiya Prasad***, 2025 SCC OnLine SC 306 and ***Tarun Kumar v. Directorate of Enforcement,*** 2023 SCC OnLine SC 1486.

26. Learned Special Counsel submits that having regard to the serious nature of the allegations and the material on record, the Applicant is not entitled to regular bail. The present application is accordingly prayed to be dismissed.

Analysis and Findings

27. Heard learned Senior Counsel for the Applicant and learned Special Counsel appearing for the Directorate of Enforcement and perused the record.

28. Before proceeding further, it may be noted that learned Senior Counsel for the Applicant states that he is not pressing, in the present proceedings, the contention relating to further investigation having been conducted without leave of the Court and the consequential plea for default bail. He submits that the said issue is the subject matter of separate proceedings already pending consideration. Learned Senior Counsel accordingly confines his submissions in the present application to the prayer for regular bail. The present application is therefore considered only on that issue.

29. The legal position governing bail under the PMLA is well-established. While considering an application under Section 45 of the PMLA, the Court must satisfy itself that there are reasonable grounds for believing that the

accused is not guilty of the offence alleged, and that the accused is not likely to commit any offence while on bail. These conditions are in addition to the other considerations ordinarily governing the grant of bail.

30. The case of the Directorate of Enforcement is that Bank Guarantees amounting to Rs.68.20 Crores, together with endorsements and confirmations furnished in support thereof, were forged and were submitted before SECI in connection with the tender process. The Applicant, on the other hand, submits that he had no knowledge of the alleged forgery, that he himself had lodged the complaint which culminated in registration of FIR No. 0131/2024 and that no proceeds of crime accrued either to him or to Reliance Power Limited.

31. This Court has considered the rival submissions and perused the material placed on record. The Directorate of Enforcement relies upon the Cooperation Agreement dated 29.07.2024, Supplementary Agreement dated 02.08.2024, communication dated 06.08.2024, statements recorded under Section 50 of the PMLA, email exchanges, WhatsApp communications and other material collected during investigation.

32. The Directorate of Enforcement submits that M/s Reliance Power Limited had engaged M/s Biswal Tradelink Private Limited for arranging a Bank Guarantee of Rs.68.20 Crores in connection with the SECI tender and that substantial amounts were transferred pursuant to the arrangements entered into between the parties. It is further alleged that the Bank Guarantees, endorsements and confirmations furnished in support thereof were forged and formed part of the transaction under investigation.

33. The Directorate of Enforcement specifically relies upon the statement of Amar Nath Dutta recorded under Section 50 of the PMLA. According to the said statement, ACE Investment Bank did not issue hard copies of Bank Guarantees; however, the Applicant allegedly insisted on obtaining a hard copy of the Bank Guarantee purportedly issued by ACE Investment Bank. The Directorate of Enforcement contends that the Applicant had been informed that ACE Investment Bank did not issue hard copies, and that the hard copy Bank Guarantee and accompanying documents were thereafter arranged and furnished. The relevant extract is reproduced below:

Q.7: Please state how the bank Guarantee of Rs. 68.20 crores issued by M/s ACE Investment Bank got endorsed by State Bank of India which then got submitted to IDFC First Bank of SECI.

Ans.7: I want to state that when I through Ravinder Pal Singh Chaddha got issued the Bank Guarantee of Rs. 68.20 crores from M/s ACE Investment Bank. Thereafter, a SWIFT message was relayed to IDFC First Bank of SECI by M/s ACE Investment Bank that they have issued a Bank Guarantee of Rs. 68.20 crores which was acknowledged by IDFC First Bank.

Thereafter, I got the message from Paratha Sarathi Biswal that Ashok Kumar Pal of M/s Reliance Power Limited is insisting on getting a hard copy of Bank Guarantee issued by M/s ACE Investment Bank. I have conveyed the message to Ashok Kumar Pal through Paratha Sarathi Biswal that ACE Investment Bank did not give Bank Guarantee in Hard Copy. However, Ashok Kumar Pal insisted that he needed hard copy of Bank Guarantee of Rs. 68.20 Crores from ACE Investment Bank. Thereafter, Ravinder Pal Singh Chaddha got a blank letter head of ACE Investment Bank from

Amar nath Dutta
12/09/2025

4

12.09.25

one of his associates and provided it to me. I forwarded the letter head to Shiv Shankar Das and he forged the letter head and hard copy of Bank Guarantee of Rs. 68.20 Crores of ACE Investment Bank was also forged by Shiv Shankar Das. Thereafter, Shiv Shankar Das got hard copy of these forged documents delivered to M/s Reliance Power Limited.

I further want to state that forging of hard copy of Bank Guarantee of Rs. 68.20 Crores and covering letter (on letter head) issued by M/s ACE Investment Bank were in the knowledge of Ashok Kumar Pal. He has been informed through Paratha Sarathi Biswal that ACE Investment Bank does not issue any hard copy of Bank Guarantee to any of his client.

34. The Directorate of Enforcement further relies upon WhatsApp communications extracted during investigation. According to the Respondent, the said communications indicate that the Applicant forwarded a revised draft of the Bank Guarantee and suggested modification of the issuing bank's particulars from "FirstRand Investment Limited, USA" to "FirstRand Bank, Manila, Philippines". The relevant extraction report is reproduced below:

Cellebrite
www.cellebrite.com

Extraction Report - Apple iPhone

meline (1)

#	Type	Direction	Attachments	Locations	Timestamp	Party	Description	Deleted
1	Instant Messages	Incoming	1		29-09-2024 11:41:55 PM(UTC+5:30)	From: 919833189295@s.whatsapp.net Ashok Kumar Pal **Participants:** 919833189295@s.whatsapp.net Ashok Kumar Pal, 919937097804@s.whatsapp.net Parthasarathi Biswal (owner)	FIL SECI EMD BG 760 - MEGL - INR 68 - SBI 30092024.docx **Source:** WhatsApp **Source file:** Parthasarathi's iPhone/mobile/Containers/Shared/AppGroup/group.net.whatsapp.WhatsApp.shared/ChatStorage.sqlite : 0x184A2D1 (Table: ZWAMESSAGE, ZWAPROFILEPUSHNAME, ZWAMEDIAITEM, Size: 45776896 bytes) Parthasarathi's iPhone/mobile/Containers/Shared/AppGroup/group.net.whatsapp.WhatsApp.shared/ContactsV2.sqlite : 0x67BEC (Table: ZWAADDRESSBOOKCONTACT, Size: 708608 bytes) Parthasarathi's iPhone/mobile/Containers/Shared/AppGroup/group.net.whatsapp.WhatsApp.shared/Message/Media/919833189295@s.whatsapp.net/3/4/942bc83d-bf58-4d6b-86e6-b3e682c1914d.docx : (Size: 21972 bytes)	

Page | 70

35. The Directorate of Enforcement also relies upon further WhatsApp communications to contend that instructions were conveyed regarding the particulars to be incorporated in the Bank Guarantee and the endorsements

to be furnished in support thereof. The relevant extract is reproduced below:

Cellebrite
www.cellebrite.com

Extraction Report - Apple iPhone

Timeline (1)

#	Type	Direction	Attachments	Locations	Timestamp	Party	Description	Deleted
1	Instant Messages	Incoming			02-10-2024 09:39:47 AM(UTC+5:30)	**From:** 919833189295@s.whatsapp.net Ashok Kumar Pal **Participants:** 919833189295@s.whatsapp.net Ashok Kumar Pal, 919937097004@s.whatsapp.net Parthasarathi Biswal (owner)	hard copy 1. Bank Name of issuing Bank should be Firstrand Bank 2. Message in bottom as discussed must not appear 3. SBI Branch manager has to send email alongwith SFMS and BG to us and Amar Dada whose account we are using **Source:** WhatsApp **Source file:** Parthasarathi's iPhone/mobile/Containers/Shared/AppGroup/group.net.whatsapp.WhatsApp.shared/ChatStorage.sqlite : 0x18BC0F2 (Table: ZWAMESSAGE, ZWAPROFILEPUSHNAME, Size: 45776896 bytes) Parthasarathi's iPhone/mobile/Containers/Shared/AppGroup/group.net.whatsapp.WhatsApp.shared/ContactsV2.sqlite : 0x57BEC (Table: ZWAADDRESSBOOKCONTACT; Size: 708608 bytes)	

36. The record further indicates that after SECI raised objections regarding the endorsements and confirmations furnished in support of the Bank Guarantees, additional steps were allegedly taken to obtain fresh endorsements and confirmations. The Directorate of Enforcement relies upon this circumstance to contend that the efforts did not cease with the submission of the Bank Guarantee, and that further steps were taken even after objections had been raised regarding the genuineness of the supporting documents. The relevance and evidentiary weight of such material will have to be examined during trial, however, it cannot be entirely disregarded at the stage of

considering bail.

37. The Applicant's submission that he had no knowledge of the alleged forgery, that he acted only in his official capacity, that he himself initiated the complaint leading to registration of the predicate offence FIR, and that no proceeds of crime accrued to him, are all matters that would require appreciation of evidence at trial. The correctness of the statements, documentary material and electronic communications relied upon by the Directorate of Enforcement would likewise fall to be examined during trial.

38. At the stage of considering a bail application, this Court is not required to undertake a detailed appreciation of evidence or record a conclusive finding on disputed questions of fact. That being said, the material relied upon by the Directorate of Enforcement cannot be entirely disregarded and has to be evaluated in light of the act, whether it reveals a *prima facie* case.

39. Having regard to the nature of the allegations and the material relied upon by the Directorate of Enforcement, including statements recorded under Section 50 of the PMLA, documentary material and electronic communications collected during investigation, this Court is unable to record satisfaction that there are reasonable grounds for believing that the Applicant is not guilty of the offence alleged. The twin conditions prescribed under Section 45 of the PMLA are, therefore, not satisfied at this stage.

40. In view of the above, the Applicant is not entitled to regular bail.

41. No ground for grant of regular bail/interim bail is made out. The present applications are accordingly dismissed.

42. Nothing stated herein shall be construed as an expression of opinion on the merits of the case. The observations made herein are confined to the adjudication of the present applications.

43. List the ***CRL.M.C. 7670/2025,*** *i.e.*, 8th July, 2026 before the Roster Bench on the date already fixed.

44. The next date of hearing in ***BAIL APPLN. 1136/2026*** *i.e.*, 8th July, 2026 stands cancelled.

45. The order be uploaded on the website forthwith.

MADHU JAIN, J.

(VACATION JUDGE)

JUNE 10, 2026/*ys/Av*