REPORTABLE

IN THE SUPREME COURT OF INDIA
CRIMINAL APPELLATE JURISDICTION

CRIMINAL APPEAL NO.1333 OF 2022
[ARISING OUT OF SLP (CRL.) NO.3440 OF 2021]

PUSHPENDRA KUMAR SINHA .....APPELLANT

VERSUS

STATE OF JHARKHAND .....RESPONDENT

J U D G M E N T

J.K. Maheshwari, J.

Leave granted.

2. The Appellant has assailed the final judgment dated 06.01.2020 passed by High Court of Jharkhand at Ranchi in Criminal Revision No. 1057 of 2018, by which the order dated 04.07.2018 passed by learned Special Judge, Anti-Corruption

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Bureau dismissing the application for discharge filed by the Appellant under Section 239 of Code of Criminal Procedure, 1973 (for short "**Cr.P.C.**") in connection with Special Case No. 02 of 2011 has been affirmed. The criminal case was registered against the Appellant and others for commission of offences under Sections 109, 409, 420, 467, 471, 477A and 120B of Indian Penal Code (for short "**IPC**") and Section 13(1)(c) and 13(1)(d) read with 13(2) of Prevention of Corruption Act, 1988 (for short "**PC Act**").

3. The facts briefly put are that the Appellant was working as an Executive Engineer (Electrical) ("**EE**") in the Accelerated Power Development Reforms Program ("**APDRP**") Wing of Jharkhand State Electricity Board (in short "**JSEB**") from 07.12.2004. During his tenure as EE, one Ramjee Power Construction Limited (hereinafter "**RPCL**") was awarded a contract of work under APDRP vide work order dated 27.01.2005. On account of delay in execution of the work and to resolve the said issue, the then Chairman JSEB, Mr. Shivendu, convened a meeting on 21.12.2006, wherein he orally instructed Mr. R.P. Agarwal, the then Chief Engineer ("**CE**"), to place the agenda for next board

meeting for termination of the contract of M/s RPCL. Prior to convening of the next Board meeting, Mr. V.N. Pandey was appointed as the new Chairman, JSEB on 04.01.2007. The new Chairman called for a meeting on 06.02.2007/07.02.2007 for the agenda to review the progress of RPCL's work. In the said meeting, other officers of JSEB including Mr. R.P. Agarwal, CE, had participated. In the meeting, it was mutually agreed by JSEB and RPCL that full effort to complete the work within the extended time, i.e. July, 2007 shall be made by RPCL. In furtherance of the decision taken in the aforesaid meeting, Mr. R.P. Agarwal, CE, made various correspondences reminding RPCL to complete the pending work. On retirement of Mr. R.P. Agarwal, Mr. S.C. Shrivastava Superintending Engineer (Electrical) was made in charge in place of Mr. R.P. Agarwal. Meanwhile, RPCL sent letters dated 16.05.2007, 18.05.2007 and 08.06.2007 requesting him for further extension of time. In the said correspondences, it was said that RPCL had already invoked the arbitration clause on 22.12.2006, in terms of the contract and requested JSEB for appointment of an arbitrator. The said letters were handed over to the Appellant, on which under the instructions, the Appellant prepared a note dated 08.06.2007

and placed it before the Chairman on the issue relating to appointment of an arbitrator and waiver of penalty, as advised by learned Advocate General ("**AG**") of State of Jharkhand in similarly placed transmission lines projects.

4. Thereafter, vide JSEB resolution dated 28.06.2007, a committee consisting of one Mr. GNS Munda (Member, Technical), Mr. A. Banerjee (Finance) and Mr. A.K. Mishra (Law Officer) was constituted, which on 09.08.2007 suggested three names for appointment of an Arbitrator. Out of the three names as suggested, Mr. Ramayan Pandey was appointed as the arbitrator by consent. Arbitration proceedings commenced and an interim award dated 25.11.2007 was passed in favour of RPCL. Thereafter, an agenda accompanied with the aforesaid award was put before Chairman, Mr. B.M. Verma prior to asking for an opinion from the AG, State of Jharkhand, regarding enforceability of the award. Later, as per the opinion of the AG, JSEB vide Board Resolution dated 05.04.2008 and 07.04.2008, decided to implement the interim award. It is worthwhile to state that, Mr. GNS Munda (Member, Technical) as well as Smt.

Rajbala Verma (then Finance Secretary, State of Jharkhand) were part of this Board meeting.

5. It is pertinent to mention that, while giving effect to the award, JSEB was facing shortage of funds. However, JSEB decided to make internal enquiry into handling the work contract given to RPCL. On the basis of the said enquiry, allegations of malpractice and financial irregularity were levelled against the Appellant and some others. The Secretary, JSEB vide letter dated 30.07.2010, made a request to the Director General of Vigilance Bureau ("**DGP**") to lodge an FIR against the Appellant and others for offences punishable under Sections 109, 409, 420, 467, 471, 477A and 120B of IPC and Section 13(1)(c) and 13(1)(d) read with 13(2) of PC Act. Additionally, another letter dated 03.09.2010, was issued by Smt. Rajbala Verma (then Vigilance Commissioner) to the DGP, recommending the same action against the Appellant. As already noted above, Smt. Rajbala Verma was also a part of the Board meeting (being the then Finance Secretary, State of Jharkhand) that had approved the implementation of the arbitral award. In the said facts, FIR dated 20.01.2011 was lodged against the Appellant and other officers of the JSEB.

Investigation was carried out, chargesheet dated 08.01.2016 was filed and cognizance was taken by the Court dealing with vigilance cases vide order dated 11.01.2016. Thereafter, the Appellant moved a discharge petition under Section 239 of the Cr.P.C., which came to be dismissed by the learned Special Judge vide order dated 04.07.2018. The Court observed that sufficient material exists to make out a *prima-facie* case against the Appellant for framing of charges.

6. Aggrieved by the same, the Appellant preferred a criminal revision assailing the aforesaid order. The High Court vide impugned order dismissed the revision and affirmed the order passed by the learned Special Judge. The High Court was *prima-facie* influenced by the fact that the previous chairman, JSEB, Mr. Shivendu had orally instructed to put up the agenda for termination of the contract of RPCL. On demitting the office by the said Chairman, the Appellant had put the file noting before the subsequent Chairman Mr. V.N. Pandey, regarding referral of the matter for arbitration without mentioning about the instructions given by the previous Chairman, JSEB. The High Court found fault in the action of the Appellant of having

proposed an agenda regarding wrongful implementation of the award which was challenged belatedly. Thus, having found a *prima-facie* case against the Appellant, the High Court dismissed the revision petition.

7. Learned counsel for the Appellant, Mr. Prashant Bhushan strenuously urged as under:

(i) the Appellant was not having decision-making power or financial authority to carry out the contract and the award passed. The nature of duty assigned to the Appellant was confined to follow instructions of his superiors and by no stretch of imagination he can be said to have the power to refer the matter for arbitration in a case where the dispute is arising out of a work contract between JSEB and RPCL;

(ii) there is no concealment of the instruction of the previous Chairman pertaining to termination of the contract as substantiated by noting dated 08.06.2007 on page no. 48 of the APDRP file which was the next page of noting of the CE on page no. 47, under instructions from the Chairman;

(iii) the prosecution has concealed that the verbal instruction for termination of contract given by the previous Chairman

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in the meeting dated 21.12.2006, had been overturned within two months by the new Chairman, Mr. V.N. Pandey in the JSEB tripartite meeting held on 06.02.2007 and 07.02.2007, in which the Appellant was not a member;

(iv) the questionable noting dated 08.06.2007 of the Appellant was based on facts and documents forming part of the APDRP file endorsed to him by his controlling officer;

(v) the Appellant is being prosecuted on a wrong premise from the stage of granting time to complete the work, reference made to arbitration and till further directions for making the payment for the interim award passed against JSEB, in favour of the RPCL. He was not a part of the decision-making process or of taking further steps to implement the said award. Thus, culpability as alleged against the Appellant, on the pretext of not putting up the agenda for cancellation of the contract amounts to abuse of the power and *prima-facie*, no case to prosecute him is made out;

(vi) there is no allegation of illegal gratification, undue benefit or disproportionate assets qua the Appellant in the FIR or charge-sheet which is also backed by the income tax records of the Appellant;

(vii) prosecution has failed to establish any nexus between the Appellant and RPCL to whom the benefit is alleged to have been made;

(viii) while granting bail to the Appellant on merits, it was categorically observed by the High Court that the Appellant had put up the matter before higher authorities for instructions before proceeding further and did not act unilaterally;

(ix) except for the Director of Finance, none of the decision-making authorities namely, members of Central Purchase Committee and the Board of JSEB have been made accused in this case;

8. Per contra, learned counsel for the Respondent-State has argued in support of the concurrent findings of both the Courts and contended that the entire factual gamut of the instant appeal stems around the pleadings of defence including reliance on documents which cannot be permitted to be raised at this stage. It is further urged that at the stage of framing of charge, the scope of interference is limited, and the Court is not required to see as to whether there are sufficient grounds for conviction. The

Court has to only see the material collected during investigation and on consideration of the same, a *prima facie* case is made out or not.

9. After having heard learned counsel for the parties and on perusal of the record, which reveals that after the board meeting dated 21.12.2006, the then Chairman Mr. Shivendu had orally instructed the then CE, Mr. R.P. Agarwal to place the agenda for termination of the contract of RPCL. As per the said instructions, the agenda was proposed and placed on 27.12.2006 by Mr. R.P. Agarwal. On the said proposed agenda, Member Technical put up a note on 19.01.2007, recording *"please discuss"*. Thereafter, the meeting of the JSEB was held on 06.02.2007 and 07.02.2007, which was presided over by the new Chairman Mr. V.N. Pandey and Mr. R.P. Agarwal, CE, was a member of the said meeting. Either at the stage of the proposed agenda or in the meeting of the JESB held on 06.02.2007 and 07.02.2007, the Appellant had not participated in the decision-making process. The minutes of the aforesaid meeting is relevant and reproduced as under:

"MINUTES OF THE MEETING HELD ON 06.02.2007 & 07.02.2007 AT JSEB HQR.

The following officer, consultant & contractors were present in the meeting:-

1. Shri V.N. Pandey	*Chairman*
2. Shri R.P. Agarwal	*Chief Engineer (APDRP)*
3. Shri P. Ranjan	*General Manager-cum-Chief Engineer/Jamshedpur*
4. Shri Niranjan Rai	*Director (Finance)*
5. Shri Madhup Kumar	*Director (RE/Plan)*
6. Shri P. Raghu	*RITES Ltd.*
7. Shri Y.P. Singh	*do*
8. Shri A.K. Singh	*RPCL*
9. Shri T.K. Bhattacharya	*do*

The issue of M/s RPCL was discussed in length. Work of Jamshedpur town under APDRP has been awarded to M/s RPCL vide W.O. Nos. 28 & 29 dated 27.01.2005. The progress was reviewed and found that progress is very-very slow. After discussion, JSEB & M/s RPCL mutually agreed on the following points:-

1. *M/s RPCL will submit photo copy of all orders placed by them for procurement of materials for the APDRP work of Jamshedpur to Chief Engineer/APDRP & m/s RITES Ltd., the consultant.*
2. *JSEB will help Ms RPCL for procurement of materials.*
3. *JSEB will be make payment immediately (probably within a week) after submission of bills by M/s RPCL.*
4. *Approval of additional B.O.Q. and items shall be given by JSEB immediately.*
5. *M/s RPCL will submit fresh inspection call of materials to Electrical Superintending Engineer-cum-CEO/General Manager-cum-Chief Engineer, Jamshedpur for getting inspecting officer deputed.*
6. *M/s RPCL will contract Chief Engineer (APDRP) if here is any delay in issuing Road permits by Chief Engineer (S&P).*
7. *M/s RPCL agreed that they will apply their full efforts to complete the project so that it may be completed within extended completion period i.e. July' 07 instead of going for Arbitration/Court of Law.*
8. *JSEB will review the matter of L.D. clause after completion of the project work.*

Sd/-

(R.P. Agrawal)
Chief Engineer (APDRP)

Memo No. -----
Dated--------
Copy forwarded to all concerned officers/M/s RITES Ltd./ M/s RPCL for information and necessary action.

Fax – 2543986"

10. The perusal of the aforesaid minutes and the proposed agenda dated 27.12.2006 prepared by Mr. R.P. Agarwal, CE, reveals that the oral recommendation of the then Chairman, Mr. Shivendu, was drawn in the proposed agenda but it was not acted upon as per the noting dated 19.01.2007 made by the Member Technical who made an endorsement *"Please discuss"*. Thereafter, what was the agenda that was put forth in the next JSEB meeting, is not on record. The minutes of the Board meeting reflect that Mr. R.P. Agarwal who had prepared the agenda dated 27.12.2006, was a part of the said meeting. The decisions were taken in the said meeting with the mutual consent of the parties. The Appellant was not a part of the decision-making process. In the said meeting as per clause (7), it was decided that *"M/s RPCL agreed that they will apply their full efforts to complete the project so that it may be completed within extended completion period, i.e., July' 07, instead of going for*

Arbitration/Court of Law." Correspondences further reflect that prior to demitting the office, Mr. R.P. Agarwal, CE, wrote three letters, of which two were dated 05.04.2007 and one was dated 25.04.2007, requesting RPCL for implementation of the contract as per the decision of JSEB. The said correspondence also does not show any involvement of the Appellant. As alleged, the agenda dated 08.06.2007 was prepared by the Appellant, wherein the following instructions were required to be obtained:

> *".....Hence instruction may be obtained on:*
> *(i) Appointment of an arbitrator in light of the advice of the AG Jharkhand.*
> *(ii) Waiver of penalty in light of the advice of the AG, Jharkhand, and*
> *(iii) Putting the agenda for further time extension incorporating the condition of approval of revised BQO which could not be given till date."*

11. On perusal of the JSEB Board meeting dated 06.02.2007 and 07.02.2007, it is clear that extension was granted up to July 2007 instead of going in for arbitration or approaching the Court of Law. The JSEB and its members were not inclined to cancel the contract and the decision was taken by mutual consent. Therefore, the instructions sought by the Appellant as per the agenda dated 08.06.2007, were either based on the advice of the learned AG of Jharkhand or in furtherance of the previous

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decision of the Board. Later, it was directed that JSEB, Member Technical may constitute a committee consisting of officers from 'Technical', 'Finance' and 'Law' to suggest the names to appoint an Arbitrator, after approval of the Chairman. The Member Technical proceeded in the matter of appointment of Arbitrator and three names were proposed on 09.08.2007, out of which, Mr. Ramayan Pandey, Ex-Law Secretary, State of Jharkhand was appointed as an arbitrator. The Arbitrator passed an interim award on 25.11.2007, in favour of RPCL.

12. In view of the discussion made hereinabove, it is apparent that at the time of taking a decision by the JSEB on 06.02.2007 and 07.02.2007, the Appellant was neither involved nor was part in the proposal or the decision-making process. He had prepared the proposed agenda for instructions on 08.06.2007, in furtherance of clause (7) of the aforesaid Board meeting, and based on the advice of the learned AG, State of Jharkhand in the matter of appointment of an Arbitrator and waiver of penalty, as suggested. Even after the proposed agenda for termination of the contract dated 27.12.2006, prepared by the then CE Mr. R.P. Agarwal, it was not acted upon because Member Technical on

19.01.2007, had put up a note *"Please discuss"*. Later, the Board took a decision on 06.02.2007 and 07.02.2007. Thus, it is clear that the question of termination of contract in the opinion of the Board was dropped and the recourse to complete the work within the extended time was agreed in place of going in for arbitration/Court of Law. The same has also been observed by the High Court in its order dated 02.05.2016, while granting bail to the Appellant on merit. In the said facts, merely preparing a subsequent agenda dated 08.06.2007, seeking instructions for appointment of an Arbitrator would not bring the Appellant within the purview of culpability for commission of the alleged offences. This Court has reason to believe that the decisions, if any, taken by the JSEB and other higher officials were after perusal of the complete noting in the file. After implementation of the said decision, arbitral proceedings were commenced and award dated 25.11.2007 was passed. Thereafter, the agenda regarding implementation of the award was put up before the Chairman, Mr. B.M. Verma who vide noting dated 27.01.2008, made a request to the AG to give legal opinion about the maintainability and enforceability issues relating to the interim award. The learned AG responded by letter dated 31.01.2008,

opining that the award did not suffer from any illegality and should be implemented. Accordingly, the Board of JSEB approved the interim arbitral award vide resolution dated 05.04.2008 and 07.04.2008. In the said meeting, Smt. Rajbala Verma (then Finance Secretary to the State of Jharkhand) also participated and duly approved the resolution.

13. The perusal of material indicates that because it was difficult for the JSEB to implement the award due to financial difficulty, a roving and fishing enquiry was conducted, in consequence of which, Secretary, JSEB vide letter dated 30.07.2010 and Smt. Rajbala Verma (then Vigilance Commissioner) vide letter dated 03.09.2010, requested the DGP, Vigilance Bureau to register an FIR against the Appellant. We fail to understand as to why the same person, who had approved the implementation of award as a member of the Board, had later as Vigilance Commissioner, recommended initiation of prosecution against the Appellant, who had merely prepared the agenda for appointment of an arbitrator and had nothing to do with the approval of the award and payment of money. In view of the aforesaid, if at all any culpability had to be assigned, it should

have been assigned after examining the role of senior authorities who were involved in the decision-making process. Astonishingly, most of the senior officials, who approved various decisions regarding extension of time, appointment of arbitrator and implementation of arbitration award and consequent payment to RPCL have not been arrayed as accused. In our considered view, *prima-facie* there is nothing which affixes culpability or constitutes commission of offence including *mens-rea* on the part of the Appellant. It seems that an attempt has been made to implicate the Appellant for the decisions in which *prima-facie,* he did not have any role to play, nor do his acts establish any culpability regarding the alleged offences.

14. If at all there were issues with respect to the maintainability of the award due to the provisions of the contract, particularly as per the contended negative covenant, the same should have been highlighted by the learned AG, especially when his opinion was expressly sought. We find it difficult to accept that the opinion of the learned AG was prejudiced merely because he was not made aware of the negative covenant pertaining to price variation by an engineer of the JSEB who has limited exposure in the domain of

law. We have no hesitation in stating that AG being the highest law officer of a State, is competent to advise the State on legal matters after due diligence, taking into consideration all relevant factors and material. Therefore, the Appellant cannot be said to influence or impact the opinion of the learned AG which had resulted in approval of JSEB to implement the award. Hence, in our considered view, it cannot be inferred that the Appellant led the AG and the JSEB to implement the award with fraudulent or dishonest intention to cause loss to JSEB and benefit to RPCL.

15. On a perusal of the FIR, we find that it is alleged against Umesh Kumar, Financial Controller – III and the present Appellant, CE (APDRP), that they made payment of Rs.4,89,24,788/- against the gross value of Rs. 7,89,84,826/-, as per the arbitral award without approval of the competent authority. Mr. Umesh Kumar had filed quashment petition being 'Cr. M.P. No. 2136/2015' before the High Court wherein the Court on the allegation of payment without approval of the competent authority (as alleged against Appellant also) has observed as under:

> *"1. Having heard learned counsel for the parties and on perusal of the records, I do find that nothing is there against the*

petitioner with respect to appointment of M/s RPCL nor anything is there in the matter of appointment of an Arbitrator. Only when award was given by the Arbitrator, the petitioner did make payment of the amount which had been awarded not from the working fund but from the loan fund. This has been taken by the Vigilance to be illegal as according to it the payment should not have been made from the existing loan amount, as the loan had never been taken for the purpose of making payment of the amount awarded by the Arbitrator. This accusation cannot be the subject matter of the prosecution in absence of anything being placed that there was restriction on the part of the authority of the Board to make payment of the amount covered under the award passed against the Board from the loan account. It is opinion of the Vigilance not based on any circular or guideline that the payment should have been made after having a fresh loan from the Power Finance Corporation. It be stated that the petitioner is to act according to his own wisdom and not as per the wishes of others and if nothing is there showing any culpability in the matter of payment of the amount, the petitioner cannot be said to have committed any wrong.

2. *Coming further, it be stated that the petitioner passed release order with respect to payment of a sum of Rs. 4,89,24,788/- but that release order was passed without having any approval of the Chairman though such post facto approval according to the petitioner has been granted by the Chairman not on the file but on separate sheet which according to the Vigilance is bad but even if this irregularity is there in the matter of payment of the said amount, his culpability can only be found when something is more there showing his connivance or conspiracy with the contractor though the Vigilance has tried to establish that the file moved so fast but that never indicates about the culpability of the petitioner, as there may be conspiracy of other officials with the contractor on account of which the file moved so fast. Furthermore, it has never been the case of the vigilance that the aforesaid payments were made without the materials being supplied or short supplied.*

3. *Further, it be stated that the ingredients of the offence of criminal conspiracy are that there should be an agreement between the persons who are alleged to conspire and the said agreement should be for doing of an illegal act or for doing, by illegal means, an act which by itself may not be illegal. In other words, the essence of criminal conspiracy is an agreement to do an illegal act and such an agreement can be proved either by direct evidence or by circumstantial evidence or by both and it is a matter of common experience that direct evidence to prove conspiracy is rarely available. Accordingly, the circumstances proved before and after the occurrence have to be considered to decide about the complicity of the accused. Even, if some acts are proved to have been committed, it must be clear that they were so committed in pursuance of an agreement made between the accused persons who were parties to the alleged conspiracy. Inferences from such proved circumstances regarding the guilt may be drawn only when such circumstances are incapable of any other reasonable explanation. In other words, an offence of conspiracy cannot be deemed to have been established on mere suspicion and surmises or inference which are not supported by cogent and acceptable evidence. This proposition of law has been laid down by the Hon'ble Supreme Court in a case of Central Bureau of Investigation, Hyderabad Vs. K. Narayana Rao {(2012) 9 SCC 512}. Here in the instant case, nothing appears to be there for showing connivance or conspiracy except aforesaid two facts which have been dealt with hereinabove regarding payment of the amount to the contractor."*

16. The High Court quashed the criminal proceedings against Umesh Kumar with the above said observations. Assailing the same, Special Leave Petition (Criminal) No. 4062 of 2017, was filed by the State of Jharkhand, which was dismissed by this Court vide order dated 05.02.2020, after condoning the delay. As

per the FIR allegations, it is alleged that Umesh Kumar and the present Appellant had made the payment of Rs.4,89,24,788/- against the gross value of Rs.7,89,84,826/- without approval of the competent authority. In this regard, the allegation against the Appellant is that he suggested that part payment of the arbitral award may be made to RPCL from the working fund, on refundable basis since there was no fund available in the Power Finance Corporation Account. It is not the case of the prosecution that the Appellant had made payment to the agency. However, it can be inferred that the Appellant has suggested the possible mode of payment in furtherance of the Board's office order no. 243 dated 16.03.2006, after passing of the arbitral award which was required to be paid alongwith interest, but to satisfy the award by noting, the said suggestion was made. In our view, this itself is not sufficient to implicate the Appellant. In addition thereto, it is most pertinent that even on such a suggestion, the payments were not made from the working fund, rather, part payment of the award was made from the loan taken from Power Finance Corporation on the recommendation of Umesh Kumar, against whom criminal proceedings have been

quashed as indicated hereinabove and the said order has not been interfered with by this Court.

17. It is also worthwhile to mention that during the investigation, no incriminating material or money was seized from the house of the Appellant. Further, it is not a case where allegations of illegal gratification or disproportionate assets have been successfully found by prosecution against the Appellant. On the contrary, when the Income Tax Department had assessed the block income tax return for seven years, the Department recorded a refund Rs.8843 to the Appellant after detailed scrutiny of the records.

18. It is a well settled law that at the time of framing of the charges, the probative value of the material on record cannot be gone into but before framing of charge the Court must apply it's judicial mind on the material placed on record and must be satisfied that the commission of offence by the accused was possible. Indeed, the Court has limited scope of enquiry and has to see whether any *prima-facie* case against the accused is made out or not. At the same time, the Court is also not expected to mirror the prosecution story, but to consider the broad

probabilities of the case, weight of prima-facie evidence, documents produced and any basic infirmities etc. In this regard the judgment of ***"Union of India Vs. Prafulla Kumar Samal, (1979) 3 SCC 4"*** can be profitably referred for ready reference. Having due regard to the documents placed before us and in the light of the submissions and discussion made above, we are of the considered view that sufficient grounds casting a grave suspicion on the Appellant, do not exist. It is observed that the ingredients of alleged offences cannot be *prima-facie* established against the Appellant as neither had he been entrusted with funds of JSEB nor he had fraudulently or dishonestly deceived senior officials of the JSEB to cause any benefit to RPCL or any wrongful loss to JSEB and no evidence of illegal gratification or disproportionate assets has been found against the Appellant.

19. In view of the foregoing discussion, we are of the considered opinion that the High Court erred in refusing to exercise the revisional powers vested in it under Sections 397 and 401 of the Cr.P.C. and dismissing the criminal revision preferred by the Appellant. In the facts and circumstances of the case as discussed, the inescapable conclusion that can be drawn in this

case that ingredients of the alleged offences are not *prima-facie* made out against the Appellant. Therefore, we deem it fit to allow the instant appeal and set-aside the impugned order. Consequently, the Appellant is discharged in the criminal proceedings arising out of Special Case No.02 of 2011.

.....CJI.
[N.V. Ramana]

.....J.
[J.K. Maheshwari]

.....J.
[Hima Kohli]

New Delhi;
August 24, 2022