



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

% *Reserved on: 03<sup>rd</sup> July, 2025*  
*Pronounced on: 15<sup>th</sup> July, 2025*

+ **W.P.(CRL) 1413/2021**

**EXCLUSIVE MOTORS PVT LTD**

Through Mr. Achal Kumar Jindal

Authorised Representative

Registered office: Lower Ground Floor, 7/17,

Sarvapriya Vihar,

New Delhi- 110016

.....Petitioner

Through: Mr. Karan Bharihok, Advocate.

versus

**1. CENTRAL BUREAU Of INVESTIGATION**

Delhi Special Police Establishment

Government of India

Office of the SP & HOB, EO-VII, Bhubaneshwar

4R/19, Unit 8, Nayapalli,

Bhubaneshwar – 751012

.....Respondent No. 1

**2. UNION Of INDIA**

Through Department of Personnel and Training

Ministry of Personnel, P G and Pensions

Government of India

North Block, New Delhi - 110 001

.....Respondent No. 2

**3. M/S SAMRUDDHA JEEVAN FOODS INDIA LTD.**

Through Authorised Representative

Registered address: Office No 1, 1st Floor,

Sr. No. 63/2B/9,

The Forum Pune Satara Road, Parvati Pune,

Maharashtra -411009

.....Respondent No. 3

Through: Mr. Ripudaman Bhardwaj, CGSC for  
UOI.

Ms. Anubha Bhardwaj, SPP with



Ms. Mehak Arora, Adv. for CBI.

**CORAM:**

**HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA**

**J U D G M E N T**

**NEENA BANSAL KRISHNA, J.**

1. Writ Petition under Article 226 of the Constitution of India read with Section 482 of the Criminal Procedure Code, 1973 has been filed by the Petitioner/ *M/s Exclusive Motors Pvt. Ltd.* to impugn the Order dated 22.07.2021 under Section 91 Code of Criminal Procedure, requiring him to furnish a Demand Draft of Rs. 50,00,000/- in the name of Respondent no. 1/ Central Bureau of Investigation.
2. ***Briefly stated***, Petitioner Company is an authorised dealer of Bentley Motors Ltd., United Kingdom ('Bentley UK') in India. It's business operations involve the importation of luxury cars against confirmed bookings by buyers, from the United Kingdom to India,.
3. In 2013, on the request of Mr. Abhishek Motewar, representative of Respondent no. 3/ *M/s Samruddha Jeevan Foods India Ltd*, Petitioner issued a Proforma Invoice for '*Bentley Mulsanne*' 01.10.2013 offering a special price of Rs. 6,06,00,000/- on agreed terms and conditions.
4. Respondent no. 3 agreed to buy the said car on the terms and conditions of the Proforma Invoice and accordingly, made an advance payment of Rs.50,00,000/- to the Petitioner. Consequently, Petitioner imported the car from Bentley UK, which was duly delivered to the Petitioner. However, Respondent no. 3 failed to make the balance payment of Rs.5,56,00,000/- despite the email dated 12.11.2013 and a follow up email dated 21.11.2013 sent by the Petitioner for payment and forfeiture of



the advance payment in case of non-payment of the balance amount. Bentley UK also repeatedly sought the full payment from the Petitioner for the car. Respondent no. 3 failed to comply and the Petitioner was left to bear the custom duty and other related charges as reflected in the Bill of Lading dated 12.04.2014. The Petitioner forfeited the advance non-refundable payment of Rs. 50 Lacs, in accordance with Clause 7 of the Proforma Invoice dated 01.10.2013.

5. Petitioner, then after more than 2 years, sold the car for a sum of Rs. 4,05,00,000/- inclusive of applicable taxes and duties, as against the original agreed price of Rs. 6,06,00,000/-, evidencing deficient realisation of the basic sale price of the car.

6. Over the course of the next few years, Respondent No.1/CBI started investigation into the affairs of Respondent No.3, *M/s Samruddha Jeevan Foods India Ltd.* Owing to such failed transaction between the parties and forfeiture of the non-refundable amount by the Petitioner. During the investigations, Notice under Section 160 Cr.P.C. was issued by the CBI to the Petitioner. Between 22.01.2020 and 13.02.2020, various email exchanges took place between the Petitioner and Respondent No.1 and the Petitioner provided to the Respondent No.1 with all relevant information and documents, as sought. Petitioner again received a Notice dated 13.02.2020 under Section 160 Cr.P.C. from Respondent No.1 seeking presence of the Petitioner to answer some further questions related to the failed transaction between the Petitioner and Respondent No.3.

7. Thereafter, CBI during the investigation against Respondent No.3., sought a Demand Draft of Rs. 50 Lacs in the name of Respondent No. 1, *vide* Order dated 22.07.2021 under Section 91 Cr.P.C.



8. This Order dated 22.07.2021 is sought to be challenged *on the ground* that Respondent No. 1 has no jurisdiction under Section 91 Cr.P.C. to seek recovery of money from the Petitioner. The money was rightly forfeited by the Petitioner. This recovery of amount by way of Bank draft is not a “document” or “other thing” within the meaning of Section 91, Cr.P.C. and hence, is not liable to be produced in a Notice under Section 91 Cr.P.C.

9. Moreover, Petitioner was not *given an opportunity to reply* before passing this direction which seeks to arbitrarily adjudicate upon a purely civil and contractual dispute between the Petitioner and Respondent No.3 and recover money from the Petitioner under the garb of Section 91 Cr.P.C.

10. Power of a Police Officer to seize any property as provided under **Section 102 Cr.P.C.**, can only be exercised upon satisfaction of the pre-requisite being (i) *that the property must be alleged or suspected to have been stolen or* (ii) *that it was found in such circumstances creating the suspicion of an offence.*

Reliance has been placed on Rahul Hi-rise Ltd. & Anr. vs. State of Assam & Ors., in W.P. (C) No. 118/2012 of Gauhati High Court, wherein it has been clarified that Section 91 Cr.P.C. does not confer any power on the Police Officer to pass any order for seizure of any document, things, or even money in a bank account.

11. It is submitted that the Petitioner is not concerned with the investigation against Respondent No. 3 for various offences. The transaction between Petitioner and Respondent No. 3 has no nexus with any of the alleged offences committed by Respondent No. 3. Petitioner has fully cooperated with Respondent No. 1 including by producing any documents and information in response to the Notices under Section 160 Cr.P.C.



12. Thus, it is prayed that the impugned Order be set aside.

13. ***The Respondent no. 1/CBI in its Reply*** has stated that during investigation in Case No. RC.34(S)/2014 against Respondent No. 3 and its officials into the illegal and unauthorised collection of funds from public, it was revealed that out of funds, Rs.50,00,000/- were transferred to the Petitioner from bank account of the Respondent No. 3 and was proceeds of crime and that the Order passed under Section 91 Cr.P.C. was well within the jurisdiction of Respondent No. 1 as it relates to proceeds of crime. It is submitted that the investigation in the matter is being conducted on all aspects including money trail and conspiracy, as per the direction of the Apex Court. The amount of Rs.50,00,000/- is not a civil dispute between the parties, rather it is the public money at stake which has been received by the Respondent No. 3 by deceiving the public.

14. It is further submitted that the Demand Draft sought to be produced by the Petitioner *vide* Order dated 22.07.2021, falls within the ambit of '***other documents***' under Section 91 Cr.P.C.

15. It is thus, prayed that the Petition be dismissed.

16. ***Petitioner in his Rejoinder***, has reiterated and emphasised upon the contents of their Petition, and has denied all the contentions of the Respondent No. 1 and has submitted that the demand draft cannot be read to fall within the scope of 'document' in Section 91 Cr.P.C, for it does not exist as a document which can be produced.

17. **Submissions heard and record perused.**

18. CBI has *vide* its Order dated 22.07.2021 has ordered the Petitioner to provide a DD of Rs. 50,00,000/- while deciding an Application under



Section 91 Cr.P.C for production of necessary documents/articles/information. The Order reads as under:

*“After your examination by CBI, you are well aware that the amount transferred to M/s Exclusive Motors Pvt. Ltd. is evidently out of the proceeds of crime.*

*You are therefore required to provide the said amount of Rs. 50 lakhs received by M/s Exclusive Motors Pvt. Ltd. from M/s Samruddha Jeevan Foods India Limited, for seizure through demand draft favouring “HOB, CBI, EO-VII, Bhubaneswar” immediately.”*

19. To understand the controversy in hand, it would be appropriate to reproduce S. 91 Cr.P.C., which reads as under:

***“Section 91 - Summons to produce document or other thing.***

*(1) Whenever any Court or any officer in charge of a police station considers that the production of **any document or other thing** is necessary or desirable for the purposes of any investigation, inquiry, trial or other proceeding under this Code by or before such Court or officer, such Court may issue a summons, or such officer a written order, **to the person in whose possession or power such document or thing** is believed to be, requiring him to attend and produce it, or to produce it, at the time and place stated in the summons or order.*

*(2) Any person required under this section merely to produce a document or other thing shall be deemed to have complied with the requisition if he causes such document or thing to be produced instead of attending personally to produce the same.*

*(3) Nothing in this section shall be deemed--*

*(a) to affect sections 123 and 124 of the Indian Evidence Act, 1872 (1 of 1872), or the Bankers Books Evidence Act, 1891 (13 of 1891), or*

*(b) to apply to a letter, postcard, telegram or other document or any parcel or thing in the custody of the postal or telegraph authority.”*



20. The bare perusal of this section makes it evident that the *twin conditions* to invoke this section are that *firstly*, this section is limited to the **document or thing**; and *secondly*, it has to be in his *possession or power*.

21. The interesting issue which has thus, arisen is whether “*Demand Draft*” would come within the definition of a “*document*”.

22. The term *Document* is defined in *Merriam Webster*, to mean a writing conveying information about financial documents, historical documents; a classical document or an original or official paper relied upon as basis of proof or a material substance (such as a coin or a stone) having on it a representation of thoughts by means of some conventional mark or symbol; or a computer file containing information input by a computer user and usually created with an application (such as a spreadsheet or word processor).

23. The term *Document is defined in Section 2(8) of Bharatiya Nyaya Sanhita, 2023* (previously Section 29 Indian Penal Code, which is as under:

“ ...

(8) “*document*” means any matter expressed or described upon any substance by means of letters, figures or marks, or by more than one of those means, and includes electronic and digital record, intended to be used, or which may be used, as evidence of that matter.

*Explanation 1* - It is immaterial by what means or upon what substance the letters, figures or marks are formed, or whether the evidence is intended for, or may be used in a Court or not.

*Illustrations:*

(a) A writing expressing the terms of a contract, which may be used as evidence of the contract, is a document.



- (b) *A cheque upon a banker is a document.*
- (c) *A power-of-attorney is a document.*
- (d) *A map or plan which is intended to be used or which may be used as evidence is a document.*
- (e) *A writing containing directions or instructions is a document.*

*Explanation 2 -Whatever is expressed by means of letters, figures or marks as explained by mercantile or other usage, shall be deemed to be expressed by such letters, figures or marks within the meaning of this section, although the same may not be actually expressed."*

**24.** A document thus, means any matter ***expressed or described upon any substance***, which may be Letter, figures or marks. While a Demand Draft, per se may be a document, but the important question is whether *Demand Draft could be directed to be made and produced in an Order passed under Section 91 Cr.P.C.*

**25.** The Respondent No. 1 has sought to argue that since the money received in the account of the Petitioner is '*proceeds of crime*', it must be recovered to secure public interest.

**26.** In this regard, it may be noted that there are established means and procedures in place to secure/attach the *suspected proceeds of crime*, but definitely direction to prepare a Draft of the amount suspected to be proceeds of crime, would neither come within the definition of Document or *Other Thing*, production of which can be sought under Section 91 Cr.P.C.

**27.** Patna High Court in Jagdish Prasad Sharma vs. State of Bihar, 1988 CRI.L.J. 287 considered similar facts in the context of Section 91 Cr.P.C and observed that *evidently this section does not authorise the court to direct any person to convert the cash into a Bank draft and that also in the name of a person different from that in whose name the accounts stand. The words*





*used in the section are “document or thing” which are said to be in possession of the person who is being directed to produce the same. Apparently, this section does not authorise the Magistrate to direct that person to convert the “thing” in a form different from that in which it was in his possession. Evidently, S. 91 was intended to give an aid in the investigation and trial of the offence under consideration and not for facilitating the disposal of the property involved....”*

**28.** Similar facts as in hand were considered in Rahul Hi-rise Ltd. & Anr. vs. State of Assam & Ors., in W.P. (C) No. 118/2012 by Gauhati High Court, wherein proceeds of cheating were traced in two bank accounts and the Accused was requested to provide the transaction details of the two bank Accounts under Section 91 Cr.P.C. read with Section 36 thereof. It was held that from the reading of Section 91 Cr.P.C., it is evident that while a police officer certainly has a power to direct production of any document or ‘other thing’ necessary or desirable for the purpose of investigation, this provision cannot be invoked for seizure of bank account as no such power is conferred on the police officer under this Section. He could, if necessary, in the interest of trial, direct the Managers concerned to produce the document or thing which he considered necessary to be produced in court, but he could not direct them to change the form of the thing sought to be produced.

**29.** The impugned Order does not in any way, relate to a document or other thing, which is in existence on the date when the Order is passed; rather it specifically ordered that the Petitioner get the draft made in favour of “HOB, CBI, EO-VII, Bhubaneswar”, thus, positing that it does not exist when it is ordered to be produced in an Order passed under Section 91.



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**30.** Thus, it is held that the learned Magistrate has exceeded his jurisdiction in passing the impugned Order, as S. 91 did not authorise him to pass such an order.

**31.** In view of the above discussion, the impugned Order is in the nature of a recovery, rather than for production of documents which are necessary for the investigation/trial.

**32.** Thus, the impugned Order is beyond the scope of Section 91 Cr.P.C and is hereby set aside, in view of the above discussion.

**33.** The Petition is allowed and accordingly disposed of along with pending Application(s), if any.

**(NEENA BANSAL KRISHNA)  
JUDGE**

**JULY 15, 2025/R**