



210-3

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**CRM-M-10996-2024
DECIDED ON: 28.04.2025**

VIJAY GUPTA AND ANOTHER

.....PETITIONERS

VERSUS

STATE OF PUNJAB

.....RESPONDENT

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. Yugank Goyal, Advocate for the petitioners
Mr. Jaspal Singh Guru, AAG Punjab

Mr. Bipan Ghai, Sr. Advocate with
Mr. Nikhil Ghai, Advocate
Mr. Nikhil Thamman, Advocate and
Mr. Rajbir Singh, Advocate for the complainant.

SANDEEP MOUDGIL, J (ORAL)

1. Prayer

The jurisdiction of this Court has been invoked under Section 438 Cr.P.C., for grant of anticipatory bail to the petitioners in FIR No.277, dated 20.09.2023, under Sections 406, 420, 120-B of IPC, registered at Police Station Rama Mandi, District Jalandhar (Annexure P-1).

2. Brief facts of the case as per the version in the FIR as under:-

“That brief facts which led to the registration of the present FIR as alleged by Shourya Towers Pvt. Ltd. (formerly known as Nitishree Infrastructure Private Ltd.) through Rajesh Kumar, authorized by the company, hereinafter referred to as 'the Complainant' are that the Complainant company acquired land at Surya Enclave, Amritsar Bypass, Near Trinity College, Jalandhar for the purpose of

construction of housing complex including commercial complex under the project named as 'Shourya Greens'. It is alleged that the accused persons with the consent and knowledge of the complainant agreed to construct 336 flats and commercial blocks in the said project, wherein the accused were to get 207 flats on completion of work. As per the agreement between the complainant and the accused, the construction of towers G- 1 to G-6 was to be done in 24 months with 3 months grace period and construction of towers J-1, J-2 and towers K-1 to K-6 was to be done in 21 months with 3 months grace period, failing which the accused was to pay damages to the complainant in terms of the agreement. Further, the complainant alleges that as per the agreement, all the receipts/collections were to be kept in the ESCROW Account maintained with AXIS Bank. It has been alleged by the complainant that the accused did not deposit the amount collected from the allottees in the ESCROW amount, started embezzling the collections and stopped the construction. Thereafter, on 15.03.2012 an amended agreement was executed between the complainant and the accused, and the accused also allegedly agreed with all the terms and conditions of the previous joint venture agreements dated 29.09.2009 & 12.01.2010. It has been alleged that as per the amended agreement, the accused admitted to have 102 unsold flats available (out of the 207 flats) and further agreed that the said flats would be sold after receiving written permissions from the complainant company, which would be deposited in the designated joint bank account. It has been alleged that the accused admitted to have received excess payment of Rs. 2,15,12,454/- and also to pay External Development Charges of Rs. 3,82,97,650/- which was to be paid by the accused till 31.03.2013. It has been further alleged that the accused sold 50 out of the 102 unsold flats on the basis of forged and fabricated documents, did not pay the said amount and also did not pay the amount collected earlier i.e. prior to agreement dated 15.03.2012, apart from the development charges, aggregating to a tune of Rs. 50 crore. With these allegations the present FIR came to be registered. ”

3. **Contention**

On behalf of the petitioner

Learned counsel for the petitioners submits that the petitioners have been falsely implicated in the present case and the matter between the parties is of civil in nature. He further submits that even the fraud has been committed with the petitioners for which the petitioner No.1 has moved complaint with the police. He undertakes on behalf of the petitioners that they are ready and willing to join the investigation.

On behalf of the State/complainant

Learned State counsel assisted by learned counsel for the complainant prays for dismissal of the petition on the ground that for proper investigation, custodial interrogation of the petitioners is required.

4. **Analysis**

Be that as it may, having given a considerable thought to the submissions made hereinabove especially to the fact that the matter between the parties is of civil in nature and the petitioners are not involved in any other case, meaning thereby they are person of clean antecedents. As far as the contention of the learned State counsel with regard to the custodial interrogation is concerned, an undertaking has been given on behalf of the petitioners that they are ready and willing to join the investigation.

In the light of above, this Court is of the considered view that there is no valid or cogent reason to deny the bail to the present petitioners.

5. **Relief:-**

Hence, the petitioners are directed to be released on anticipatory bail subject to their joining investigation with the Investigating Officer concerned within a period of one week from today, on furnishing of personal/surety bonds to

his satisfaction. The petitioners shall also abide by the terms and conditions as envisaged under Section 482(2) of BNSS, which are reproduced below:-

‘When the High Court or the Court of Session makes a direction under sub-section (1), it may include such conditions in such directions in the light of the facts of the particular case, as it may think fit, including-

(i) a condition that the person shall make himself available for interrogation by a police officer as and when required;

(ii) a condition that the person shall not, directly or indirectly, make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him from disclosing such facts to the Court or to any police officer;

(iii) a condition that the person shall not leave India without the previous permission of the Court;

(iv) such other condition as may be imposed under sub-section (3) of section 480, as if the bail were granted under that section.’

However, it is made clear that in case the petitioner does not comply with the aforesaid direction of joining the investigation within a period of one week, the order passed by this Court today shall automatically stands cancelled.

In the aforesaid terms, the present petition stands allowed.

(SANDEEP MOUDGIL)
JUDGE

28.04.2025

Meenu

Whether speaking/reasoned *Yes/No*
Whether reportable *Yes/No*