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

\+ BAIL APPLN. 125/2018 & Crl. M.A. 883/2018

SHASHI SEHGAL ..... Petitioner

Through: Mr. Amit Sharma & Mr. Harpreet Singh Rai, Advs.

versus

THE STATE GOVT OF NCT OF DELHI ..... Respondent

Through: Mr. Arun Kumar Sharma, APP for State.

\+ BAIL APPLN. 126/2018 & Crl.M.A. 884/2018

RAJENDER @ RAJU GOENKA ..... Petitioner

Through: Mr. Amit Sharma & Mr. Harpreet Singh Rai, Advs.

versus

THE STATE GOVT OF NCT OF DELHI ..... Respondent

Through: Mr. Arun Kumar Sharma, APP for State.

CORAM:
HON'BLE MR. JUSTICE R.K.GAUBA

ORDER

% **03.07.2018**

These applications for anticipatory bail have been moved by Shashi Sehgal, son of late Sardarilal Sehgal and Rajender @ Raju Goenka, son of Late Beniprasad Goenka in the context of FIR No. 751/2014 of police station Subhash Palace which is under investigation for offences allegedly committed including those punishable under sections 420/468/471 IPC. The petitioners are described in the FIR as directors of the company named and styled as M/s Vivaan Fashion Pvt. Ltd.(VFPL). The FIR has been lodged by Sachin Malhotra describing himself as proprietor of M/s Balaji Traders doing business from premises in Krishna Nagar, Delhi. It is his allegation that in December, 2012 he was contacted by one Mr. Mihir Somaiya, senior official of VFPL and thereafter, through him, by Mr. Rakesh Modi, CEO and the petitioners herein. It is alleged by him that he was told that VFPL deals in garments under the brand name of "SEPIA". It is alleged by him that he was induced to join retail business of the said garments under the brand name of SEPIA as a franchisee of the company VFPL, by the said official Mr. Mihir Somaiya and CEO Mr. Rakesh Modi, the petitioners later introduced having also given assurances in the context of such franchisee being lucrative business. Formal business arrangement between VFPL and the complainant is stated to have been entered upon through execution of franchisee agreement and pursuant to the said contract, the complainant claims to have deposited Rs. 8 lakhs with the company. It is alleged that there was shortage of supply of items by VFPL and when he asked for more stocks he was told that the same could be provided if some liquid funds were made available and pursuant to this he had given Rs. 25 lakhs in cash without any documentation. The prime grievance raised in the FIR is that the company VFPL had failed to honour its promise of assured return of Rs. 2.85 lakhs per month, the first cheque of assured liability towards the complainant having been given in the sum of Rs. 7.83 lakhs only after protests. It is alleged by him that in September, 2013 when he visited the office of VFPL in Mumbai, the petitioners herein used abusive and threatening language and had given to him a document in the nature of agreement termination letter. It is alleged that his signatures on the said document have been forged.

The learned Additional Public Prosecutor for State informed the Court that questioned document had been sent for examination and opinion to Forensic Science Laboratory but the report is non-conclusive.

In the afore-mentioned facts and circumstances, where the investigation is likely to take some time to conclude, the allegations made having connection with business transactions, given the limited role referred to above attributed to the petitioners, a case for they to be admitted on anticipatory bail has been made out.

Thus, it is directed that in the event of the petitioners be arrested, they shall be released on bail by the arresting officer on furnishing personal bonds in the sum of Rs.50,000/- each with one surety in the like amount subject to the following further conditions:-

(i) The petitioners shall continue cooperating with the investigation and join the same as and when called upon to do so;

(ii) The petitioners shall not come in contact with or try to influence any of the witnesses connected to the case;

(iii) Prior to their release, they shall give the telephone numbers of self and of at least one other responsible family member besides that of the surety to the investigating officer;

(iv) They 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/her from disclosing such facts to the Court or to any police officer or tamper with the evidence; and

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(v). They shall not leave India without the previous permission of the trial court.

(vi) This order will inure only till the date of first appearance of the petitioners in the event of a charge-sheet being filed on conclusion of the investigation and process being issued against them by the court of cognizance.

Dasti.

R.K.GAUBA, J

JULY 03, 2018
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