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

% Decided on: 20th April, 2018

\+ **BAIL APPLN. 743/2018**

ARUN BHARDWAJ ..... Petitioner

Represented by: Mr. Ajay Burman, Senior Advocate with Mr. Kunal Malhotra and Mr. Atul Sahi, Advocates.

versus

STATE (GOVT OF NCT OF DELHI) ..... Respondent

Represented by: Mr. Ashok Kumar Garg, APP for the State with SI Ashok Ahlawat, PS Vikaspuri.
Mr. Sudhir Nandrajog, Senior Advocate with Mr. Vivek Sharma and Mr. Anshul Garg, Advocates for complainants.

CORAM:
HON'BLE MS. JUSTICE MUKTA GUPTA

MUKTA GUPTA, J. (ORAL)

1. By this petition, the petitioner seeks anticipatory bail in case FIR No. 600/2016 under Sections 420/406/120B IPC registered at PS Vikas Puri, Delhi on the complaint of Kuldeep Singh.

2. Allegations in the above noted FIR on the complaint of Kuldeep Singh are that he registered himself with Franchise India Pvt. Ltd. (in short 'FIPL') to find out a business/investment opportunity where he was introduced to alleged M/s. Sera Cue Labs Pvt. Ltd. (in short 'Sera Cue') and its pathology lab business who had given an advertisement in "The Franchise World Magazine-June 2015 Edition" prepared by Franchise India on behalf of Sera Cue. The complainant was promised by Sera Cue to set up

a complete pathology lab with fully automatic, non-touch technology machines worth ₹1.25 to ₹1.50 crores with 10-12 qualified employees wherein all the lab management, administration, operations, expenses and advertisement was to be taken care by Sera Cue through its Directors/ officials. In return the complainant was asked to make one time investment of ₹45-55 lakhs. On the aforesaid promise, complainant entered into a Franchisee Agreement with Sera Cue on 15th October, 2015 at Vikas Puri and made a payment of ₹40 lakhs between 15th October, 2015 to 1st December, 2015 vide various cheqeus. He further invested ₹10-12 lakhs in lab infrastructure and took the lab premises on rent for a monthly rent of ₹45,000/-. Complainant's lab was inaugurated on 17th January, 2016 at S-371, Ground Floor, Uppal Southend, Sector-49, Sohna Road, Gurugram after the premises was duly approved by the company Director/officials of Sera Cue. However, in the laboratory only two staff members were posted and with very basic equipments worth ₹2-3 lakhs approximately which were taken on rent from one M/s Kuber Inc. The accused persons also did not pay for the staff salary, electricity and telephone bills, amount due to the vendors and also stopped paying the monthly amount due towards the complainant after May, 2016. Sera Cue also did not deposit its taxes and TDS deducted from its staff and franchisee payments with the Income tax department. While the present complaint was pending, two more complainants Surender Singh and Ashish Garg also filed the complaints. Thus they were also joined as victims in the above noted FIR.

3. Learned Senior Counsel for the petitioner contends that though the name of the petitioner has been mentioned, however, on a bare perusal of the FIR there is no allegation that he either induced or promised and was not

even the person responsible for carrying out the Franchisee Agreement. The petitioner was introduced as an Additional Director by virtue of his investment in the company Sera Cue for which a Memorandum of Understanding dated 16th March, 2015 was entered into between Ms. Ritu Sahi, Arvinder Singh and Ms. Gurpreet Kaur who were the Directors of the company Sera Cue Pvt. Ltd. The MOU dated 16th March, 2015 notices that the petitioner was investing a sum of ₹40 lakhs as unsecured loan and the Directors would transfer shares in the name of the petitioner. He further states that due to the illegal activities of the erstwhile Directors of Sera Cue, the petitioner was also constrained to file a complaint to the SHO, PS Sector-53, Gurugram, Haryana and sought registration of FIR against them. He further states that when the petitioner was made a Director on 31st December, 2015 he was not even present at the Board Meeting and his role, if any, in the company Sera Cue was limited to strategic guidance towards growth of the company. The petitioner is not a signatory to the Franchisee Agreement with the complainant and that the petitioner was not even the signatory of the bank account of the company maintained with State Bank of Patiala at Chandigarh and was only a joint signatory of companies bank account with ICICI Bank at Gurugram along with two other Directors and that account could be operated by the signatures of any two Directors. Further the complainant has already received a sum of ₹46 lakhs from the company officials, thus the petitioner cannot be coerced into parting money.

4. Learned APP for State duly assisted by learned Senior Counsel for the complainants submits that the petitioner was not merely an investor in the company Sera Cue but played an important role. Relevant Board Resolutions were signed by him and important decisions were also taken by

him. Besides the complainant Kuldeep Singh, two other victims were cheated by him in similar fashion. Complaints of cheating have been alleged against petitioner, and in this regard number of complaints have been lodged against the petitioner at New Delhi, Jallandhar, Jaipur, Jammu, Neemrana, Kanpur and Gurgaon with similar kind of allegations. Petitioner is 25% shareholder in the company Sera Cue and he had an active involvement in the fraud relating to the franchisee business. He was the sales and marketing head of the company and also the Chairman of the Board of Directors. He signed various company documents, Board Resolutions, cheques and one agreement with the FIPL dated 29th December, 2015 in his official capacity. It is also submitted that two of the documents filed by the petitioner in Crl. M.C. No. 1461/2017 were forged and thus Sections 468/471 IPC have also been added to the FIR.

5. Learned APP for State has taken this Court to the main Franchisee Agreement between the complainant and the petitioner and also placed on record documents which would show that the franchisee deed was finalized by the petitioner. Further copy of minutes of meeting of the Board of Directors of Sera Cue dated 22nd December, 2015 has also been placed on record as per which the petitioner was elected as Chairman of all the Boards and General Body meetings of the company.

6. Contention of learned counsel for the petitioner that he was made a Director without his consent is also belied by copy of his consent letter to become Director of the company.

7. As noted above even if the complainant Kuldeep Singh had been made part payments by the other accused besides the complainant Kuldeep Singh the two other victims Surender Singh and Ashish Garg have also been

joined. Even if the petitioner had not individually made assurances which were extended through staff/employees of the company Sera Que, it is clear from the material placed on record that the petitioner was the Chairman and Managing Director and responsible for creating all the strategies and taking vital decisions. Even the Franchisee Agreement between Kuldeep Singh and Sera Cue has been signed by the petitioner. As noted above in the status report besides the present FIR, similar FIRs have already been lodged against the petitioner in various other jurisdictions. Thus this Court finds no ground to grant anticipatory bail to the petitioner.

8. Petition is dismissed.

(MUKTA GUPTA)
JUDGE

APRIL 20, 2018
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