$~1 to 4

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

Reserved on: 25.11.2020
Pronounced on: 14.12.2020

\+ BAIL APPLN. 206/2020 & Crl.M.A. 8836/2020

SUNIL KUMAR DAHIYA ..... Petitioner

Through Mr.N. Hariharan, Sr. Adv. with Ms.Anannya Ghosh and Mr.Ajay Khanna, Adv

versus

STATE ..... Respondent

Through Mr.Amit Chadha, APP for State.
Mr.Abhinav Mishra & Ms.Nivedita Chauhan, Advs. For Vigneshwara Barter Investors Association (VBIA)
Mr.Rakesh Khanna, Sr. Adv. withMr.Bharat Gupta, Mr.Varun Tyagi, Advs. For Investors Sanghars Samiti/ complainants.
Mr.Vivek Sood, Sr. Adv. for Investors.
Ms.Payal Chawla, Adv. with Mr.Abhik, Adv. for Intervenors.
Mr. Shailendra Singh, Adv. for Vigneswaran Victims Welfare Association
SI Chanchal PS EOW.

\+ BAIL APPLN. 207/2020

SUNIL KUMAR DAHIYA ..... Petitioner

Through Mr.N. Hariharan, Sr. Adv. with Ms.Anannya Ghosh and Mr.Ajay Khanna, Adv

versus

STATE ..... Respondent

Through Mr.Amit Chadha, APP for State.
Mr.Abhinav Mishra & Ms.Nivedita Chauhan, Advs. For Vigneshwara Barter Investors Association (VBIA)
Mr.Rakesh Khanna, Sr. Adv. withMr.Bharat Gupta, Mr.Varun Tyagi, Advs. For Investors Sanghars Samiti/ complainants.
Mr.Vivek Sood, Sr. Adv. for Investors.
Ms.Payal Chawla, Adv. with Mr.Abhik, Adv. for Intervenors.
Mr. Shailendra Singh, Adv. for Vigneswaran Victims Welfare Association
SI Chanchal PS EOW.

\+ BAIL APPLN. 208/2020

SUNIL KUMAR DAHIYA ..... Petitioner

Through Mr.N. Hariharan, Sr. Adv. with Ms.Anannya Ghosh and Mr.Ajay Khanna, Adv

versus

STATE ..... Respondent

Through Mr.Amit Chadha, APP for State.
Mr.Abhinav Mishra & Ms.Nivedita Chauhan, Advs. For Vigneshwara Barter Investors Association (VBIA)
Mr.Rakesh Khanna, Sr. Adv. withMr.Bharat Gupta, Mr.Varun Tyagi, Advs. For Investors Sanghars Samiti/ complainants.
Mr.Vivek Sood, Sr. Adv. for Investors.
Ms.Payal Chawla, Adv. with Mr.Abhik, Adv. for Intervenors.

Mr. Shailendra Singh, Adv. for Vigneswaran Victims Welfare Association
SI Chanchal PS EOW.

\+ BAIL APPLN. 209/2020

SUNIL KUMAR DAHIYA ..... Petitioner

Through Mr.N. Hariharan, Sr. Adv. with Ms.Anannya Ghosh and Mr.Ajay Khanna, Adv

versus

STATE ..... Respondent

Through Mr.Amit Chadha, APP for State.
Mr.Abhinav Mishra & Ms.Nivedita Chauhan, Advs. For Vigneshwara Barter Investors Association (VBIA)
Mr.Rakesh Khanna, Sr. Adv. withMr.Bharat Gupta, Mr.Varun Tyagi, Advs. For Investors Sanghars Samiti/ complainants.
Mr.Vivek Sood, Sr. Adv. for Investors.
Ms.Payal Chawla, Adv. with Mr.Abhik, Adv. for Intervenors.
Mr. Shailendra Singh, Adv. for Vigneswaran Victims Welfare Association
SI Chanchal PS EOW.

CORAM:
HON'BLE MR. JUSTICE SURESH KUMAR KAIT

JUDGMENT

1. Vide the present applications filed under section 439 read with section

482 Cr.P.C., the petitioner is seeking bail in relation to FIR No.144/13, FIR No. 110/14, FIR No. 108/14 and FIR No.109/14 each filed with P.S. Mandir Marg, EOW. Each of the FIR, filed on almost identical facts, have culminated in four separate charge sheets under sections 409/420/467/468/471 r/w 120-B of the Indian Penal Code, 1860 and are pending before the Court of Shri Jai Athreja, CMM, Saket Court, New Delhi.

2. Since in all the applications facts and prayers are the same, therefore, this Court has decided to dispose of the present applications by common judgment.

3. Case of the Petitioner is that he is ex-Director/Promoter of M/s. Vigneshwara Developers Pvt. Ltd. (hereinafter "*VDPL*") and Vigneshwara Developwell Pvt. Ltd. (hereinafter "*VDWPL*"). The FIRs have arisen out of the Petitioner's failure to complete construction of certain projects in Gurgaon and Manesar on account of financial constraints arising out of certain unforeseen tax demands, which also resulted in default in payment against post-dated assured returns cheques issued to the unit buyers. The Petitioner was arrested on 30.10.2014 and has not been released on bail even for a day thereafter. Charges are yet to be framed in connection with these

FIRs.

4. Mr.Hariharan, learned senior counsel appearing on behalf of the petitioner has submitted that it is the foundation of the allegations of the State, as well as Objectors before this Court that the present applications may be rejected on account of VDPL and VDWPL having taken the monies paid by them without handing over their units. To this end, the petitioner draws the attention of this Court to the following table, which sets out the total number of allottees, the amount received from them and the total amount repaid to them by way of assured returns.

Name of the company	VDPL	VDWPL
Total no. of Allottees	466	971
Total amount received from allottees	157.57 cr. (approx.)	268.85 cr. (approx..)
Assured returns admittedly paid	110.81 cr. (approx.)	184.54 cr. (approx.)

सत्यमेव जयते

5. This is borne out from the status report dated 19.12.2016 which is enclosed as Annexure 1. In addition to the above, as admitted in a Status Report dated 18.02.2012, which is enclosed as Annex 1 (COLLY):

a. an amount of Rs. 60.87 Crores was paid to the contractor and Rs.85.78 Crores was paid to Era Infra Engineering Ltd. for the construction of the Manesar Project, which is 70-80% completed;

b. an amount of Rs. 31.08 Crores were issued by way of Demand Draft and Pay Orders, which are in fact payments made to DTCP and HSIIDC.

6. Thus, against a receipt of Rs. 426.43 Crores from the allottees, at least an amount of Rs. 473.08 Crores was admittedly expended by the companies, much of which went back to the allottees by way of assured returns. Thus, the assertion that monies invested by the allottees were taken away by the Petitioner is *ex facie* incorrect. Admittedly, while construction of the Manesar Project is at an advance stage, construction at the Gurgaon Project could not be commenced since the Zoning Plan for the same was approved by the authority i.e. the Directorate of Town and Country Planning ("*DTCP*") only in August 2014, shortly before the arrest of the Petitioner in October 2014, when all operations came to a grinding halt.

7. Further submitted that during his time in custody, pursuant to the active steps taken by the petitioner to assuage the grievances of the unit buyers of VDPL and VDWPL, mediation was directed by this Court with

the unit buyers represented inter alia by their respective associations i.e. Investor Sangharsh Samiti ("ISS"), Vigneshwara Victims Welfare Association ("VVWA") and Vigneshwara Barter Investors Association ("VBIA"). This culminated in a Scheme for Settlement, Compromise and Arrangement among VDPL, VDWPL and its respective shareholders and creditors, duly supported by unit buyers through their associations members of ISS, VVWA, VBIA and other unit holders ("the Scheme") which was approved by the Company Court vide an Order dated 27.01.2020. It would bear mentioning that the Scheme had the support of majority unit buyers in the following manner:

Name of the company	VDPL	VDWPL
Total no. of Allottees	466	971
Total number of allottee who have supported the scheme	387	843
% of allottees supporting the scheme	83.04 (representing 81.52% of the total amount paid by allottees)	86.81 (representing 85.645% of the total amount paid by the allottees)

8. Despite having agreed to support the prayer of bail, to enable the petitioner to implement the Scheme, ISS, VBIA and VVWA have objected to the grant on bail on the premise that

a. the implementation of the Scheme would require investment of Rs.200-300 Crores by the petitioner;

b. the petitioner may sell certain assets which are in the name of the petitioner/other sister concerns.

9. Mr.Hariharan submitted at the outset, the representation that an amount of Rs. 200-300 Crores is required to be invested by the petitioner is incorrect as borne out from the following:

a. The Scheme settles the demands of Creditor-Allottees of VDPL and VDWPL by transferring /allotting space/FSI on as-is-where-is basis (without any third-party encumbrances) to the Allottees. The Propounders have no obligation under the Revival Scheme to ensure construction. Under the Scheme, for the purposes of transferring the respective space/FSI, the Propounders are required to:

   a. make payment of the outstanding EDC/IDC charges to the Directorate of Town and Country Planning ("DTCP") to revive the license for the Gurgaon Project;

   b. make payments to the original collaborators for transfer of the land to VVWA in the Gurgaon Project; and

c. pay outstanding dues to Haryana State Industrial and Infrastructure Development Corporation ("HSIIDC") for the Manesar Project.

10. Regarding dues of DTCP and revival of the Gurgaon Project, learned senior counsel submitted as under:

a. A purported amount of Rs. 54.44 Crores is due to DTCP towards External Development Charges for the Gurgaon Project, which is subject to reconciliation.

b. It has been admitted by the Objectors that they are obligated to pay the Principal Amount of the External Development Charges, which is an amount of Rs. 19.44 Crores.

c. As to the balance, benefit of the "*Samadhan se Vikaas*" Policy is sought to be taken, in terms of which upon payment of the principal within six months from its notification i.e. by February 2021, only 25% of the outstand interest/penalty would be required to be paid. Accordingly, an amount of Rs. 9 Crores would need to be paid by the company/propounders towards the External Development Charges of the Gurgaon Project. A copy of the policy is enclosed as Annexure 2.

d. A sum of Rs. 6.78 Crores (approx.) has already been adjusted against these dues by DTCP, through invocation of the various Bank Guarantees submitted, which would be evident on reconciliation.

e. For the balance, the benefit of DTCP's Policy permitting refund/adjustment of license fee in the event of termination/ cancellation/rejection of license is available. DTCP has terminated the license held by a group of companies, in connection with which it holds a sum of Rs. 12 Crores (approx.) as license fee. The Propounders seek to approach DTCP for adjustment of such fees against the balance.

11. Learned senior counsel further submitted that as far as payments to the Original Collaborators of the Gurgaon Project is concerned, it is as under:

a. An amount of Rs. 8 Crores has already been paid to the Original Collaborators. In terms of Clause 74 of the Revival Scheme, at the first instance, a sum of Rs. 2 Crores is required to be paid to ensure transfer of the VVWA Settlement Area to the VVWA Allottees. The available funds in the Escrow Account is sufficient to meet this demand.

b. Application has already been filed with the Company Court for direction to the Original Collaborators to appear for registration of the land, simultaneously with release of funds and to VVWA for taking handover of the land.

c. The balance amount of Rs. 70 Crores would be paid by monetizing available FSI at the Gurgaon Project, as well as assets in the name of the Petitioner/other group companies in compliance with the Order dated 12.10.2020 passed by this Court.

12. Regarding payments to Haryana State Industrial and Infrastructure Development Corporation ("*HSIIDC*") for the Manesar Project, Mr.Hariharan submitted as under:

a. From the documents handed over in the course of these proceedings it is noticed that HSIIDC has raised a demand for a sum of Rs. 32 Crores (approx.) towards land enhancement charges, which demand was not served upon the Propounders.

b. As per the certification issued by HSIIDC while handing over land records the plot size of VDPL's land as 38212 sq.m. On a conjoint reading of these documents evidence that there has been a miscalculation of the Land Enhancement Charges. On a correct computation, an amount of Rs. 18.5 Crores (approx.) would be found to be due to HSIIDC.

c. HSIIDC does not have any declared standard policy towards deferred payment of dues, however as a matter of practice, it allows such deferrals. At any rate, the dues to HSIIDC can be paid by monetizing available FSI, as well as assets in the name of the Petitioner/other group of companies in compliance with the Order dated 12.10.2020 passed by this Court.

13. Further submitted, as to the apprehension regarding sale of assets by the Petitioner, he has not sold any assets whatsoever since his incarceration and has committed to make the same available for the implementation of the Scheme. Also there is an embargo imposed by the trial court. At any rate, this Court vide Order dated 12.10.2020 has already passed orders ensuring that no sale of assets is possible without the express permission of the Court Appointed Supervisor, Justice Vinod Goel (Retd.) and that all receipts from such sale would be deposited directly into the Escrow Account. Thus, the apprehension of the Objectors in this regard is unfounded. It is also

pertinent to mention that almost 300 investors to the Scheme known as Non-Party allottees in the Scheme are supporting the Propounder in release, through affidavits in their settlements that are part of the trial court record. There are no apprehension as to (i) likelihood of the petitioner tampering with evidence or otherwise thwarting the course of justice; (ii) fleeing from justice and (iii) repeating the offences. There is equally nothing on record to even create any reasonable apprehension in regard to the aforesaid. Hence, it is prayed that the Petitioner be released on bail, to enable him to take steps towards implementation of the Scheme, including but not limited to:

a. Interaction and liasioning with DTCP and HSIIDC for payment of outstanding and renewal of licenses, approval of modified building plans, as provided by the associations etc.;

b. Demarcation and handover of area in the Gurgaon Project to VVWA;

c. Identification and interaction with prospective investors for the purposes of monetizing additional FSI;

d. Handover of areas in Manersar Project to VBIA and ISS;

e. Regularizing functioning of company(s) with concerned statutory authorities.

14. On the other hand, Mr.Rakesh Khanna and Mr.Vivek Sood, learned senior counsels and other advocates appeared on behalf of the complainants/investors submitted that at the outset, it is submitted that the Petitioner in connivance with his accomplices has;

i. Firstly, hatched a fraudulent payment module;

ii. Secondly, entered into various sham agreements;

iii. Thirdly, by way of those sham agreements parked those properties of the investors with his accomplices including his shell companies.

iv. Fourthly, entered into lease agreement, sale agreement and buy-back agreement (in his favour) on the same date, with respect to the same bartered property with different persons.

v. Fifthly, displayed fake transactions pertaining to those sham agreements, further displaying the value of the bartered properties way lesser than the actual market value.

vi. Sixthly, having failed to allot the units to the respective allottees/assured return holders despite taking in possession and disposing off the bartered properties of the Association thereby depriving large numbers of investors of their hard-earned money in return of nothing but fraud.

15. It is further submitted that the Projects floated by the Petitioner/ accused are lying in dilapidated conditions since the year 2012-13 as the project at IMT-Manesar, Gurgaon is only 40 to 50% complete till date, whereas the Project at Sector-74, Gurgaon has not seen the light of the day as only a ditch has been dug, with no construction whatsoever as against the commitment made by the Petitioner / Accused to deliver the respective units to the members of the Complainant Association in 5 years from the date of payment. The amounts pertaining to the Units / Space as allotted vide Respective Agreements to the members of the complainant have been paid to the Petitioner/ Company floated by him since the 2006, whereas the Petitioner has siphoned off the same.

16. In lieu of the above, the attention of this Court is drawn to Para 6 of the judgement dated 26.03.1987, titled as ***'State of Gujrat vs. Mohanlal Jitama1ji Porwal & Anr.: A.I.R. 1987 S.C. 1321'*** wherein the Hon'ble Supreme Court observed the following:

"The cause of the Community deserves equal treatment at the hands of the court in the discharge of its judicial functions. The Community or the State is not a person-non-grata whose cause may be treated with disdain. The entire Community is aggrieved if the economic offenders who ruin the economy of the State are not brought to books. A murder may be committed in the heat of moment upon passions being aroused. An economic offence is committed with cool calculation and deliberate design with an eye on personal profit regardless of the consequence to the Community. A disregard for the interest of the Community can be manifested only at the cost of forfeiting the trust and faith of the Community in the system to administer justice in an even handed manner without fear of criticism from the quarters which view white collar crimes with a permissive eye unmindful of the damage done to the National Economy and National Interest."

17. Further attention is drawn to Para 25 of the Judgement reported as titled as ***'Nimagadda Prasad vs. Central Bureau of Investigation: (2013) 7 SCC 466'***, wherein the Hon'ble Supreme Court has observed as under:

"Economic offences constitute a class apart and need to be visited with a different approach in the matter of bail. The economic offence having deep rooted conspiracies and involving huge loss of public funds needs to be viewed seriously and considered as grave offences affecting the economy of the country as a whole and thereby posing serious threat to the financial health of the country."

18. It is submitted that similarly, Petitioner has defrauded large number

investors including the members of Association / Complainants to the tune of amount of Rs.700 Crores (approx.) in an organized manner and there has been a deception from inception in the conduct of the Petitioner. Further, pertinently, section 409 of Indian Penal Code, 1860 has been cited as a requisite offence having committed by the Petitioner /Accused in the charge sheet against the Petitioner which entails offence upto Life Imprisonment and in this regard, this Court in order dated 18.10.2016 while rejecting Regular bail of the Petitioner stated that maximum imprisonment cannot be ruled out at this juncture. Petitioner has not only deprived the Complainants and other investors at large off their hard-earned money and ancestral lands but has also shattered their dreams which they saw for their future generation and overall growth of the economy as the IT projects which are till date lying in raw and desolate condition would have been used for providing livelihood and employment to considerable number of people.

19. Without prejudice to the aforementioned submissions, it is pointed out that the Petitioner has furthermore not approached this Court with clean hands and made every attempt to mislead this Court by way of submission of false statements and concealment of material facts, which are evident

from the incidents mentioned as under:

i. False statements by Petitioner regarding Unsold Properties - On 06.08.2020 opportunity was granted by this court to the Petitioner to state all the properties are owned by him out of 100 properties and the Petitioner by filing bullet points on 20.08.2020 had falsely stated that all properties except 6 properties at Serial Nos. 82 to 86 have been sold. The investigating officer in his last two status reports dated 09.10.2020 and 23.11.2020 has categorically found 69 Unsold properties of Petitioner and his Companies. Thus, the argument of Petitioner that said properties are subject of various Agreements to Sell is all false as the Petitioner has parked all the said properties, purchased as a result of money received from Investors, with his agents, accomplices who appear to be in hand in gloves with the Petitioner. The Petitioner planned to take the bartered properties out of the domain of any enquiry/investigation/attachment/takeover by any Government Agencies, by way of creating third party rights under a specially evolved unique Sale Module for parking bartered properties of investors in favour of his Financier friends/ accomplices who are also hand in glove with the Petitioner, by entering into the following agreements: -

A. Memo to sell with a provision to buy back and same day take the properties back on lease;

B. Lease Agreements;

C. Sale Deeds.

20. It is submitted that out of the 93 barter properties the Petitioner has parked 87 such properties under the above arrangements with his accomplices, the names of whom are mentioned hereinunder:

a. Jaishree Jain & her family (7 Properties)

b. Kochhar Builders-(13 Properties).

c. Abhishek Sharaf (7 Proper ties).

d. Dinesh Aggarwal & Family (5 Proper ties).

e. Sandeep Deshwal & Family (7 Properties).

f. Harish Batra & Family (4 Properties).

21. Further, the Petitioner has many properties in his fold, however, the Petitioner only with malafide intention is not bringing the true picture before this Court and is thus also guilty of contempt of court. The Petitioner had been purchasing properties from Investors (called "*barter properties*") and the amount paid by Petitioner to such investors has been invested by the Petitioner in his Company/ s on the assurance of giving those investors Unit in his project. In this way, the Petitioner not only retained the barter property but also the amount paid for purchasing barter property. The said amount received by Petitioner and / or his company from barter investors and other investors was misappropriated by the Petitioner and / or his Companies as the same was given to his agents, accomplices, who would then pay back the same very amount to Petitioner and / or his Companies for alleged purchase of the same property by entering into Agreement to Sell etc. thereby camouflaging the entire transaction so as to rotate the money. In this way, the Petitioner has parked all the barter and other properties, purchased as a result of money received from Investors, with his agents & accomplices.

22. With respect to the above, it is submitted that the *modus operandi* of the Petitioner was to cheat innocent public at large including the members

of the Association and it is apprehended that if the Petitioner is released on bail he will further enter into such sham agreements and misappropriate the bartered properties of the Complainants which were bartered to him in a manner detrimental to the interests of the Investors. The primary argument of the Petitioner, that if bail is granted by this Court for the period of six months, the Petitioner would be in a position to implement the Scheme sanctioned by the company court vide order dated 27.01.2020, is concocted, false, fallacious and misguiding.

23. At the outset, it is submitted that the said contention is nothing more than an inflated statement but empty and the same lacks both conscience and intention. Having stated so, it is pertinent to point out that the Petitioner as against portraying his intention to implement the scheme if bail is granted, has not even worked for an inch towards implementation of scheme since the date when the said scheme was sanctioned, despite being released on parole. Thus, present petitions deserve to be dismissed.

24. I have heard learned counsel for the parties at length and perused the material available on record.

25. It is pertinent to note that, has the Petitioner has intention to

implement the scheme, he would not have evaded appearance before the Division Bench in Company Appeals No.04/2020 and 07/2020, where the Scheme is being challenged by an Association and others and wherein it is likely that the scheme be set aside solely due to the conduct of the Petitioner (being Respondent in the said company appeal). Attention of this Court is drawn towards Para 7 of the Order dated 13.10.2020, wherein it is stated that since Petitioner was not appearing, the Scheme is to be set aside by the Court, however, due to request and submissions made by the Associations, the matter was adjourned.

26. Furthermore, it seems that the Petitioner has no intention to implement the Scheme from the very beginning and the same can also be substantiated from the aforesaid order which also stated that the propounders of the Scheme have not filed any affidavit as directed vide order dated 14.07.2020 and did not appear on the said date of hearing despite several attempts to contact the counsels of the propounders. Surprisingly, again when the matter was listed on 10.11.2020, Petitioner did not appear.

27. It is also pertinent to record that vide order dated 27.01.2020 passed by the Company Court of this Court sanctioning the scheme, Justice Vinod Goel (Retd.) was appointed as Supervisor for the purpose of supervising

implementation of the scheme. The report of the Ld. Court appointed Supervisor, categorically records that Petitioner needs to generate funds for which his Authorized Representative / attorney is free to take steps. However, Petitioner till date has not even given the market value of the properties or the list of properties to the Court appointed Supervisor which he intends to sell. Further, vide Email dated 25.11.2020, the Court Appointed Supervisor had made it clear that after June 2020, Petitioner has not even approached the Supervisor. This shows that Petitioner is not committed to infuse funds or to implement the Scheme as against what was argued by the Petitioner.

28. In addition to above, Petitioner has not deposited Rs.2.60 Crores as per Order dated 27.01.2020 whereby Scheme was Sanctioned as Para 27 of order dated 27.01.2020. While sanctioning the Scheme, records that Petitioner shall remit Rs.1.10 Crore from his personal funds and would liquidate Rs.1.50 Crores from the Fixed Deposits held by his sister companies, however, Petitioner has done nothing till date. Status report dated 09.10.2020 filed by Investigating Officer in Para 4 shows that properties at Serial nos. 40 to 44 were sold after the Petitioner 's arrest in the year 2018 while the Petitioner was behind the bar. Further, the status report

shows that the Petitioner was aware that he might be arrested, therefore, majority of all his properties were sold in the years 2013 and 2014. Petitioner had also not disclosed as to how, when, to whom and for what amount, has he sold the properties which the Petitioner has also fraudulently concealed from the Complainants/investors.

29. Therefore, considering the aforesaid conduct of the Petitioner of having the audacity to sell of the properties, while being behind the bars and under the custody of the concerned authorities, which properties were fraudulently bartered from the members of the Complainants by showing them dream project which was nothing but a mirage. It is not unlikely that the Petitioner would dispose of the unsold properties in a fraudulent manner upon being released on bail as in the past and leave the associations bereft of their rights to make good of the unsold properties.

30. As submitted by learned counsel for the investors, although with heavy heart, submitted that utilization of the said unsold properties would not provide members of the Association/Complainants the adequate justice but would act as a mere healing effect on the irreparable wound caused by the conduct of the Petitioner.

31. Further, there is a danger of Flight Risk, if the Petitioner is released on Bail, as his father and brother were declared Proclaimed Offenders and Section 174A of IPC was added against them. There is every likelihood of the Petitioner absconding, he being a highly influential and rich person, also likely to tamper with the evidence once he is enlarged on bail.

32. I have no hesitation to record here the eventuality of the Petitioner absconding the territory of the country through illegal means also cannot be ruled out upon release on bail.

33. Keeping in view the facts and law discussed above, I am of the view that petitioner does not deserve any leniency or sympathy, therefore, not inclined to grant interim or regular bail.

34. The applications are, accordingly, dismissed with no order as to costs.

35. Pending application stands disposed of.

36. The judgment be uploaded on the website forthwith.

(SURESH KUMAR KAIT)
JUDGE

DECEMBER 14, 2020
ab