

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

106

CRM-M-26327-2023
Date of Decision: 24.05.2023

GURINDER SINGH

.....Petitioner

Versus

DIRECTORATE OF ENFORCEMENT

....Respondent

CORAM:HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. R.S. Cheema, Sr. Advocate with
Mr. Arshdeep Singh Cheema, Advocate
Mr. P.S. Ahluwalia, Advocate
for the petitioner.

Mr. Satyapal Jain, Additional Solicitor General of India
with Mr. Lokesh Narang, Sr. Panel counsel for E.D.

SANDEEP MOUDGIL, J.(Oral)

1. The instant petition has been filed under Section 438 Cr.P.C. seeking pre-arrest bail in case ECIR/JLZO/01/2018 dated 17.10.2018, under Section 3 read with Section 4 of Prevention of Money Laundering Act, 2002, registered by Enforcement Directorate, Jalandhar.

2. The case set up by Mr. Cheema, learned Sr. counsel appearing on behalf of the petitioner is that the petitioner involved in business of construction as a government contractor since 1997 in the name and style of M/s Gurinder Singh Contractor which is a proprietorship concern. It has also been asserted that since 2005, the petitioner allotted more than 100 projects by the Government of Punjab, which have been successfully completed and no concern or grievance has been raised by anyone regarding the same.

3. It is also asserted on behalf of the petitioner that the

instant FIR came to be filed on certain inter departmental rivalry, on absolutely misconceived facts as has been contended by learned Senior Counsel involving the petitioner and falsely implicated therein.

4. Mr. Cheema, learned Sr. Advocate presses upon this Court to grant interim protection to the petitioner considering that he is ready and willing to join investigation. Before adverting to the facts, the allegations as emerging out from the FIR are reiterate herein below:

*“F.I.R. contents (attach separate sheet, if required):
Today, I, Assistant Inspector General of Police, Vigilance Bureau, F.S.-1, Unit-1, Punjab, Chandigarh, was present in Police Station Vigilance Bureau, F.S.-1, Punjab at Mohali, when Vigilance Enquiry No. 15 dated Chandigarh, 30.6.2017 against M/s. Gurinder Singh, Contractor, M/s. Pushpinder Singh Sidhu, Contractor, M/s. Khara Contractor and Officers/ officials, Irrigation Department and enclosed papers received by me from Headquarters, Vigilance Bureau, Punjab, Chandigarh vide letter No.32952/ V.B./S-5 dated 17.8.2017, perusal of which reveals that Vigilance Enquiry No. 15 dated Chandigarh, 30.6.2017 against M/s. Gurinder Singh, Contractor, M/s. Pushpinder Singh Sidhu, Contractor, M/s. Khara Contractor and Officers/ officials, Irrigation Department shows that during past about 7/8 years, the higher authorities of Punjab Government and Engineers from Irrigation Department, by misusing their posts and in connivance with M/s.Gurinder Singh Contractor, misinterpreting the rules, ignoring the secrecy of e-tendering, tailor-made the terms & conditions of tender, minimizing the competition by adopting tactics viz. clubbing of minor works, providing the secret of department to M/s.Gurinder Singh Contractor and allocated the works worth Rs.1000 Crores of Irrigation Department, Punjab to alone M/s. Gurinder Singh*

Contractor on the rates more than 50% than the departmental rates. Main motive if e-tendering was to maintain mutual secrecy of department and bidders and the officers of department hatched criminal conspiracy with M/s. Gurinder Singh Contractor and to ignore this, made Pre-Bid meeting essential for allocation of major job works, so that all the bidders in field may introduce each other and their mutual deals may be got struck down and job work may be allocated to M/s. Gurinder Singh Contractor on desired rates. Moreover rules were violated in order to side-line other A-1 Class contractors of department from competition to get the work and tender terms & conditions are tailor-made by keeping in view the experience and annual turnover of M/s. Gurinder Singh, Contractor, by which, all major Contractors of department except M/s. Gurinder Singh, Contractor, made technical ineligible to submit bids for getting work. In some works, irregularities committed to such an extent and tender terms & conditions are tailor-made only M/s. Gurinder Singh Contractor was eligible Contractor out of Contractors enlisted in entire Punjab State and in such tenders, said M/s. Gurinder Singh Contractor was lone bidder and said tenders allocated to M/s. Gurinder Singh Contractor on much higher rates on the basis of single bid. The officers of department, by conniving into the matter, hatched the plan to allocate small amounted works to M/s. Gurinder Singh Contractor, to the effect that the works in far off places, different works, relating to various drains, even belonging to various districts and Divisions clubbed and produced as big amount tender, so as to allocate the work to said M/s. Gurinder Singh Contractor on higher rates. During said period, some other such kind of works, value of which was assessed less than 2 Crores, were in competition on having participated by a number of eligible Contractors, hence the said tenders allotted other Contractors on much less value than the prescribed rates. In some tenders of works which were invited by the officers of department having D.N.I.T., in which neither actual work was mentioned, nor quantum of work and

required technical specifications were given. In absence of such information, it was not possible for any Contractor to quote exact rate for work. On the other hand, the said information secretly provided by concerned officers of departments to M/s. Gurinder Singh Contractor, so as to ensure allocation of work to him. As a result of all this, the annual turnover of M/s. Gurinder Singh Contractor, which was merely 4.74 Crore in year 2006-2007, abnormally increased by 65 to 70 times and became Rs.300 Crores in year 2016-17. During the said period, M/s. Gurinder Singh Contractor gained countless moveable properties with the so gained illegal income, which is much more than the estimated income from so allocated works. M/s. Gurinder Singh Contractor also committed fraud in delivering quality & quantity required in the so allocated works, with a motive to gain more benefit. Gurinder Singh, Proprietor, M/s. Gurinder Singh Contractor had connivance with higher Govt. authorities, Engineers & officials of the Irrigation Department including Gulshan Nagpal, Executive Engineer, Paramjit Singh Ghumman, Chief Engineer (Retd.), Bajrang Lal Singla, Executive Engineer, Harvinder Singh, Chief Engineer (Retd.), Kamikkar Singh Deol, S.D.O. (Retd.), Gurdev Singh Sian, Chief Engineer (Retd.), Vimal Kumar Sharma, Supervisor and other officers and most of the job works of Irrigation Department with heavy value allocated to M/s. Gurinder Singh Contractor on more than government rates. By mutual understanding and to get the illegal benefit themselves the work was allotted to M/s Gurinder Singh which resulted in loss to the government in crores. The Water Drainage Administration and Kandi Administration of Irrigation Department did not provide any information regarding funds received from Centre during previous years despite having sought the same. A sum of about Rs. 180 Crores received from Centre under 13th Finance Commission during the period from year 2012 to 2015 for carrying out work in water logged effected areas under Water Drainage Administration of Irrigation Department & then, funds amounting to about

Rs.440 Crores received from centre for Integrated Project to address Water Logging in Southern Western Punjab for the year 2013-2016. In spite of this, funds amounting to crores of rupees received from Centre for work of rivers & drains. Kandi administration received funds above Rs.100 Crores from Centre under A.I.B.P. & P.M.K.S.Y. schemes. Most of the works out of said funds were allotted to M/s. Gurinder Singh Contractor. During the year 2014-15, job work worth about Rs.200 Crores out of total projects worth Rs.350 Crores of Drainage Administration, Irrigation Department, which were including projects belonging to water logged area, allotted to said M/s. Gurinder Singh Contractor with an average rate @ 10% above than CSR + SP and remaining such work allocated to other Contractors on CSR + SP or lesser rates. This trend also continued during other years. Initially, said M/s. Gurinder Singh Contractor obtained 2 works worth Rs. 8 crore and 5.5 crore in year 2011-12 for re-sectioning of Abul Khurana Drain. At that time, Gulshan Nagpal was Executive Engineer. While acting against rules, neither quantum of job work, nor any technical specifications were given in D.N.I.T. (Detailed Notice Inviting Tender) for said job work. Reason behind it was that estimate for said job work sanctioned after a period of 2 months from floating of the tender. In both the said works, the condition of experience in such work in approved S.B.D. (Standard Bidding Document) (which is according to CVC guidelines) i.e. 'Bidder in its name should have satisfactorily completed in the last five years one similar work of value not less than 80% of the estimated cost or two similar works of value not less than 50% of the estimated cost of work or three similar works of value not less than 40% of the estimated cost of work)', which was tailor-made in order to suit M/s.Gurinder Singh Contractor and condition for experience of similar job work of value not less than 80% was changed and experience of similar work of value not less than 35% was invited, at by that time, M/s. Gurinder Singh Contractor was having only that amount of experience.

The said condition was accompanied by some other conditions regarding experience viz. any work with cost of 100% may have been done, were imposed without any basis in such a manner, so that other major Contractors may be declared ineligible. The attendance in Pre-bid meeting was made essential in violation of S.B.D. of department. As a result of said condition, basic motive of e-tendering is to maintain mutual secrecy, which was intentionally violated, so that mutual deal of Contractors may be got arrived at. All this resulted that 8 Contractors participated in Pre-bid meeting for 2 Nos. works, but at the time of bidding, only M/s. Gurinder Singh Contractor was left single bidder. Meaning thereby, the said 2 works were different and executed vide 2 agreements, whereas the concerned Executive Engineer Gulshan Nagpal, vide letter No. 168 dated 14.4.2012, showed the said two works as single work and issued experience certificate to M/s. Gurinder Singh Contractor to the effect that they have done job work worth Rs.13.85 Crores. It is further mentioned in the certificate that said M/s. Gurinder Singh Contractor exvauated 5 lac Cum earth work in one month, which is not found correct according to bills and record. The said certificate is used by M/s. Gurinder Singh Contractor for proving their eligibility for other projects as single work experience. In summary sheet, enclosed with the bids by M/s. Gurinder Singh Contractor, showed the said 2 works as experience of single work. Thereafter, a major project under said Division was allocated to M/s.Gurinder Singh Contractor. At that time also, M/s. Gulshan Nagpal Executive Engineer. The value increased in said job work by way of clubbing in such a manner that other major contractors except M/s. Gurinder Singh Contractor become ineligible on the basis of conditions of value of work, ratio, annual turnover in D.N.I.T., experience etc. and the tender may be allocated only to M/s.Gurinder Singh Contractor. In this single tender two works of water crossing, field paths, UR bridges, for eight schemes of new drain, de-silting of old drains were added, so that value of single major work became Rs.

39.86 Crore. M/s. Gurinder Singh Contractor used the experience of doing said work of value worth Rs. 40 Crore in order to obtain a major contract. Sub-surface pipe lines were to be laid in a number of villages of southern-western Punjab in order to drain out the water logged area. The executive engineer of this work was Gulshan Nagpal, Superintendent engineer Paramjit Singh Ghumman, Chief Engineer (Retd.) and Chief engineer was Sh. Gurdev Singh Sian, were attached to said work. The said villages were far away situated and situated under various Divisional offices, but since the said work was to be allotted to M/s. Gurinder Singh Contractor by understanding, hence a major tender worth Rs. 75 crore was floated. No quantum of work was mentioned in the tender documents. The technical specifications of work were not clear and in place of giving name of village in the column of place of work, District Muktsar, Faridket and Fazilka was only mentioned. Since there were such intentional discrepancies in tender document, hence it was not possible for any other bidder to offer the bid, nor exact rate could be offered by other Contractors in absence of exact quantum of work, place of work and distance of place. All this was done in pre-planned manner in order to allot job work to M/s. Gurinder Singh Contractor. The terms & conditions of work were tailor- made in such a manner, so that no other Class A-1 Contractor may submit bid for said work (viz. the condition of 75 Crore was imposed in tailor-made manner in view of turnover of Rs.80 Crore of M/s. Gurinder Singh. Contractor. The attendance was made compulsory in pre-bid meeting in violation of S.B.D., with an intention to know about other prospective bidders. Not only the terms & conditions of tenders were violative to C.V.C. and S.B.D., but were also against the instructions of committee, issued to prescribed the tender conditions for works regarding water logged areas in southern-western Punjab. The Technical Advisor to Hon'ble Chief Minister, Punjab was Chairman, Tender overseeing Committee, while Gurdev Singh Sian, Chief Engineer, Drainage and Chief

Engineer, Vigilance, were members on behalf of Irrigation Department. The said Committee enlisted conditions regarding Sem related projects of southern-western Punjab on 13.2.2014 (vide Memo No. A.T.P.B/59/ I.R.R.I./M.P.) without discussing. The condition regarding tender relating to water logged areas in Punjab, C.V.C was discussed with Superintending Engineer & Executive Engineer, southern-western Punjab. But on 30.9.2014, when the said tender for Rs.75 Crore invited, the said terms & conditions were totally ignored (condition No.3, Memo No. A.T.P.B/59/ LR.R.I./M.P.). Gurdev Singh Sian, Chief Engineer Drainage, was Member of this Committee, but just after a period of 7 months from submitting report by said Committee, he, on his own, in connivance with his subordinate officers and M/s.Gurinder Singh Contractor, changed the terms & conditions in accordance with capacity & experience of M/s. Gurinder Singh Contractor. The condition regarding 80% cost of similar work was changed to 50% cost (which resulted in experience of similar job work worth Rs. 38 Crores instead of Rs. 60 Crore (Stipulated condition as per Committee, CVC: Bidder in its name should have satisfactorily completed in the last five years one similar work of value not less than 80% of the estimated cost or two similar works of value not less than 50% of the estimated cost of work or three similar works of value not less than 40% of the estimated cost of work. Condition imposed in tender D.N.I.T. Satisfactorily executed in last five years prior to March, 2014 prior to March, 2014 as prime contractor a single Civil Engineering work (relates to irrigation value not less than Rs. 38.00 Crores or two Civil Engineering works relates to irrigation value not less than 30.00 crores each, having value of Dewatering Component not less than Rs.3.00 Crores in both cases), as a result of which, the experience of M/s.Gurinder Singh Contractor in drains worth Rs. 39 crores was found to be fit for job work of said sub-surface. According to other terms & conditions, imposed in D.N.I.T., other Major A- I contractors became ineligible

and the competition was so soft (as in tailor-made condition regarding turnover. The said conditions were imposed in view of turnover & experience of M/s. Gurinder Singh Contractor. The said connivance resulted in allocation of said job work on the rate, which was 17% exceeding than C.S.R. + S.P. and in this way, the value of work increased to the tune of about Rs. 14 crore. This way, financial loss caused to the government in well planned manner. At the time of various sanctions in said work, Bajrang Lal Singla was Executive Engineer, Drainage Administration, Headquarter. The job of Executive Engineer, Headquarter is to examine the tender notices received from Field Offices, estimates etc. and submit the same to Chief Engineer for sanction or rejection. As regard information regarding discrepancies in said work, it clearly shows the connivance of Bajrang Lal Singla, Executive Engineer with M/s. Gurinder Singh Contractor. Moreover, information is received regarding connivance with Unipro Pvt. Ltd., another bidder in said work, with M/s. Gurinder Singh Contractor. The record regarding said job work not made available by Irrigation Department despite having made efforts for this purpose. The supply of sub-standard pipes for said job work is made by M/s. Gurinder Singh Contractor on rate, which is exceeding many times than the approved rates of department and the pipes worth Rs. 6.5 Crores, purchased by department, are lying at Ferozepur in dilapidated condition. The XEN, Mechanical, Drainage Division, Ferozepur write a number of letters to Gulshan Nagpal, XEN, D.C.D., Gidderbaha for using the pipes lying in stock, but Gulshan Nagpal, XEN, did not use the said stock with an intention to cause benefit to Contractor. The said clubbed work further distributed to 3 division, as it was not possible for single division to get done the same. Had the said work got done Division-wise, village-wise with a motive to raise competition, the rates would be so competitive, but it is not done so due to connivance between officers and M/s. Gurinder Singh Contractor and job work allocated on higher rates by causing financial loss to the government. The department itself purchased

machines worth more than Rs.20 Crore and gave the same to the Contractor for using the same in the manner he may like so, and hiring charges are also not got sanctioned as per rules. After getting this work, M/s.Gurinder Singh Contractor got clubbed a number of works of desilting, cleaning and flood protection in connivance with departmental officers. In the next year, various job works regarding drains situated in far off places and flood protection work in far off areas clubbed of the amount and allocated to M/s.Gurinder Singh Contractor on higher rates. From these works in many works M/s Gurinder Singh contractor for single tenders and allotted on higher rates. Some work for cleaning of drains and flood protection projects of Ghaggar river are found, where a single tender invited for all far off places of halqa office and Divisional officers, whereas the jurisdiction of Divisional offices is more than 100 K.M. At that time, Bajrang Lal Singla was Executive Engineer, Headquarters, Drainage Administration. The dates for tender were fixed in order to show the work of emergency nature and may be allotted to anyone in arrogant manner. The relaxation of not getting Vett the estimates of drainage administration was obtained from Technical Advisor to Hon'ble Chief Minister, Punjab was obtained on the basis of false facts. The meeting held in 2008 regarding job work to stop the problem of Sem, held in presence of the then Finance Minister, Punjab in presence of Principal Secretary of Department and officers belonging to Drainage Administration, in which the then Chief Engineer, Drainage assured that remaining tenders will be invited Drain- wise. Hence the tenders invited by clubbing various drains were not in accordance with the proceeding conducted in said meeting. Moreover, there is mentioned in the minutes of meeting dated 24.5.2012 regarding works of inigation department, presided over by Irrigation Minister, that it was decided to invite major tenders. The tenders of department worth about Rs. 2 Crore falls within major tender category, as for these job work, only A-1 enlisted contractors are eligible for these job works as per rules

and co- operative societies are not given any priority in job-work for such amount. But the minutes of said meeting are misused and tenders regarding job work for about Rs. 10 to 75 Crore clubbed and tenders invited in such a manner, resulting which, major A-1 enlisters contractors of Punjab also became ineligible for offer their bid. Hence instead of allocating works to major agencies according to the decision taken in above noted meetings, job work allocated to M/s.Gurinder Singh Contractor on exceeding rates than the departmental rates. The other job work, got done for less than Rs. 2 crores, the rates allotted to other Contractors are less to the tune of 20% to 30% than the rates received from M/s.Gurinder Singh Contractor. Moreover, Hon'ble Chief Minister, Punjab, convened a meeting in order to overview the performance of department, in which, Canal Administration was granted only one project, which order was misused by the Drainage Administration & it connived with M/s.Gurinder Singh Contractor and various job work were consolidated in illegal manner for allocating the job work to M/s. Gurinder Singh Contractor. Further frauds may unveil on conducting enquiry regarding said clubbing from the concerned officers. Moreover, documentary record regarding bridge, constructed over Sutlej River in year 2012, is not provided by the department, but said works also allocated to M/s Gurinder Singh Contractor on excess rates. For said work, the period for submitting tender were given only for 4 days i.e. 4.6.2012 to 8.6.2012, whereas according to departmental as well as C.V.C. instructions, it is necessary to provide atleast 14 days period for submission of tender. Similarly, there are acts of other administration cells of Irrigation Department viz. work worth hundreds of crores of Kandi Canal administration and work worth Rs.100 crore belonging to Shahpur Kandi Hydle channel, in which also tailor-made terms & conditions resulted in ineligibility of other Contractors of Punjab state and leaving M/s. Gurinder Singh Contractor eligible for the same. In a number of works among them, the attendance is made essential in

pre-bid meeting, vide which not only the secrecy of e-tendering is terminated, but it also made possible to get the deal marked between Contractors. The terms & conditions regarding experience & annual turnover in job work were also fixed by keeping in view the experience of M/s.Gurinder Singh Contractor and tailor-mode terms chalked in violation of instruction No. 12-02-1-C.T.E.-6 dated 17.12.2002 of S.B.D. & C.V.C. Showing difference of only Rs.1/- in rates quote for some items in financial bids by M/s.Gurinder Singh Contractor and another bidder M/s. Soma Construction for work of Shahpur Kandi Hydel Channal clearly speaks about connivance between department and bidders in the matter of tenders. At the time of allotment of most of job work in Kandi Administration and Shahpur Kandi Hydel Channel, Harvinder Singh was Chief Engineer. In December, 2016 i.e. just before implementation of Model Code Conduct January 2017, Kandi Administration allotted 2 major tenders (containing job work of distribution of Saroya Distributory and Rehabilitation of Kandi Canal Phase-1, total amounting to about Rs. 30 Crore) allotted to M/s.Gurinder Singh Contractor. The said 2 job works were on agreement basis, in which, Clause 4.4 of S.B.D. deleted in D.N.I.T. In CWP No.9607 of 2015- Sudarsha Kumar V/s. State of Punjab in Hon'ble Punjab & Haryana High Court, while defending the case, the department defended the Residual Bid Capacity of D.N.I.T. and stated that it is essential condition. But while allocating the said 2 job works before implementation of Model Code conduct, D.N.I.T, deleted the clause of Bid capacity, in order to make M/s. Gurinder Singh Contractor eligible. The authorities of department have extended the bid capacity of M/s.Gurinder Singh Contractor under well planned manner, tender conditions are misappropriated and tender allotted to said M/s.Gurinder Singh Contractor and experience of their work is used for next job work. The job work of S.D.R.F. (State Disaster Relief Fund are to be got conducted on C.S.R. rates as per instructions of Central Government, but said job work allotted at the

rates exceeding to C.S.R., with an intention to cause benefit to said M/s.Gurinder Singh Contractor and additional financial burden put on Punjab Govt. Now the tenders allotted by department since past 2-3 months, are found to be on rates average less @ 20% than the departmental rates. The role of Internal Vigilance Administration of department is also found to be suspicious. Pushpinder Garg, Chief Engineer, Canals, who is also Chief, Vigilance, Irrigation Department, consigned a number of complaints, received against M/s.Gurinder Singh Contractor, without conducting any sound enquiry, by conniving with said M/s.Gurinder Singh Contractor. In past, department had constituted a Committee for conducting enquiry into complaint received from Prime Minister office, which was comprising of three members including Gursharan Singh Wassan, Chief Engineer, Canals i.e. accused. Hence an accused issued clean chit to himself and report was submitted by mis-appropriating the facts. It was alleged in said complaint that there is proposal to allot the job work of Banur Wier to M/s.Gurinder Singh Contractor on rate exceeding 50% than the departmental rates. The said fact proved to be right as later on, the said work allotted to M/s Gurinder Singh Contractor on rate exceeding 49% more than the departmental rates. The postings from Sub- Divisional Engineers to Chief Engineer in the department are made, as dictated by Gurinder Singh, Prop., M/s. Gurinder Singh Contractor. 2 officers/ officials of Irrigation Department namely Kamikkar Singh Deol, S.D.O. and Vimal Sharma, Supervisor personally kept on working for said M/s. Gurinder Singh Contractor. Moreover, the facts regarding getting allotted tenders on higher rates by Sh. Gurinder Singh and other contractors including Pushpinder Singh Sidhu & Khara Contractors, in connivance with each other and showing fake competition, will reveal on further investigation. M/s. Gurinder Singh Contractor have gained more than 2 dozen properties during above noted period in illegal manner, some of which are 1635, Sector 18, Chandigarh,

House No. 184, Sector 19, Chandigarh, House No. 632, Phase-II, Mohali, Plot No.1111, Sector 63, Mohali, Plot No.1583, Sector 69, Mohali, Plot No. 666, Sector 78, Mohali, Plot No. 1605, Sector 80, Mohali, House No. 3649, Sector 69, Mohali, Plot No. LP 26, Sector 76-80, Mohali, Plot No. 4116, Sector 68, Mohali, Plot No. 163, Sector 82, Mohali, S.C.O.32, Sector 19, Chandigarh, Plot No.88-89, GMADA, Mohali, Plot No. 3309, 4072, 4073, 5059, Aerocity, Mohali, E-13, Industrial Area, Phase-7, Mohali, E-318, Industrial Area, Phase-8-A, Mohali, Hotel Site, Sector 66-A, Mohali, B-39, Sector 57-A, Mohali, C-3, Sector 57-A, Mohali, Plot No. 103, Village Boolakpur, Ludhiana, Plet # K-95, Jamuna Authority, Noida, Plot No.H 280, Jamuna Authority, Noida & Shop No. 42, Omaxe Mall, Patiala, which are worth about Rs.100 Crore. Moreover, according to information received from source, said Gurinder Singh, Contractor, is also having links with the business of Brew Estate Microbrewery, Chandigarh. Similarly, Gulshan Nagpal, Executive Engineer, Paramjit Singh Ghumman, Chief Engineer (Retd.), Bajrang Lal Singla, Executive Engineer, Harvinder Singh, Chief Engineer (Retd.), Kamikkar Singh Deol, S.D.O. (Retd.), Gurdev Singh Sian, Chief Engineer (Retd.), Vimal Kumar Sharma, Supervisor and other delinquent officers/officials, being public servants, by having criminal conspiracy with M/s. Gurinder Singh Contractor, misusing their office, using State & Central Govt. funds for their personal gains and thus by causing financial loss, have committed offence punishable U/s. 13(1)(d) R/w 13(2) P.C. Act, 1988 and 406, 409, 420, 467, 468, 471, 477-A, 120-B IPC. Hence an F.I.R. may be registered against said Gulshan Nagpal, Executive Engineer, Paramjit Singh Ghumman, Chief Engineer (Retd.), Bajrang Lal Singla, Executive Engineer, Harvinder Singh, Chief Engineer (Retd.), Kamikkar Singh Deol, S.D.O. (Retd.), Gurdev Singh Sian, Chief Engineer (Retd.), Vimal Kumar Sharma, Supervisor and other officers, Gurinder Singh, Prop., M/s. Gurinder Singh Contractor and others. Pushpinder Garg, Chief Engineer, Canals, who is also Chief,

Vigilance, Irrigation Department, consigned a number of complaints, received against M/s.Gurinder Singh Contractor, without conducting any sound enquiry, by conniving with said M/s. Gurinder Singh Contractor. Moreover, the facts regarding getting allotted tenders on higher rates by Sh. Gurinder Singh and other contractors including Pushpinder Singh Sidhu & Khara Contractors, in connivance with each other and showing fake competition, will reveal on further investigation. Hence F.I.R. is registered against them under above noted section. Special reports are being sent to the Ld. Illaqa Magistrate and senior officers. “

5. It is at this stage, Mr. Satya Pal Jain, Additional Solicitor General of India alongwith Mr. Lokesh Narang, Sr. Panel counsel for E.D puts in appearance on behalf of respondent having been served with an advance copy of the petition, who pointed out that despite issuance of summons simply to join investigation which were issued on 13.03.2023 for 20.03.2023 reasonable time has been consumed by the petitioner and the respondents have approached to Special Judge CBI, Punjab, SAS Nagar, whereby firstly bailable warrants, then non-bailable warrants and thereafter finally open ended non-bailable warrants were issued which remain unexecuted. Mr. Jain, further vehemently argued for dismissal of petition drawing attention of this Court to the clever and smart device being adopted by the petitioner to evade intentionally and deliberately, not only the summoning by the Enforcement Department i.e. a law enforcing agency but also the judicial orders passed by the Special Judge, CBI, Punjab, SAS Nagar from time to time.

6. Heard learned counsel for the respective parties.

7. There is no necessity to go much into the background of the case, but confining itself to the issue involved in the present petition on which it came to be filed, is a summon dated 13.03.2023 issued by the respondents/Directorate of Enforcement, Jalandhar, Zonal Office calling upon the petitioner to appear on 20.03.2023 at 10:30 am. The petitioner admittedly did not comply to the summons as has been in a tabulated form given in the petition. At this stage, Mr. Cheema, learned Senior Counsel has referred to the reply filed before the Special Judge, CBI, Punjab, SAS Nagar wherein the summons dated 13.03.2023 has recorded the response made by the petitioner therein, who sought 7-10 days of time on account of ailment of his mother who was undergoing treatment because of paralysis. The tabulate form shows that the petitioner was firstly called on 20.03.2023 and thereafter on 21.03.2023, 22.03.2023, 24.03.2023, 29.03.2023, 03.04.2023 and lastly on 12.04.2023, with all communication-correspondence, which is as under:-

UNDER SECTION 50 OF PMLA, 2002					
Sr. No.	File & Letter No/ Reference	Date	From	To	Contents
1	ECIR/JLZO/01/2018/AD(GS)/1797	19.03.2019	ED Office	GS	ED Office directed to provide the information / documents as per Annexure enclosed with this order.
2	GSC/2K19/305	23.04.2019	GS	ED Office	In reply to above directions dated 19.03.2019, it was submitted by wife of GS that the all documents and data of Gurinder Singh and his family members are in custody of Vigilance Bureau, Punjab and that it will take two to three months time to collect the information as per Anneuxre attached. Hence, adjournment for 2 to 3 months was requested to collect the desired information and comply to the directions.
3.	ECIR/JLZO/01/2018/392/2897	30.05.2019	ED Office	GS	1 st summon received for appearance on 26.06.2019 at

					11:00 AM alongwith the information/documents as per the annexure attached.
4	GSC/2K19/357	07.06.2019	GS	ED Office	In reply to the 1 st summon dated 30.05.2019, ED was duly informed that while granting regular bail a Condition that I would no stay in Punjab except on the days when I need to attend the court at Mohali. Since the information/documents required as per annexure were yet to be collected from VB, further adjournment for another two months or till the grant of revised orders by Hon'ble Punjab & Haryana High Court at Chandigarh for permitting entry in Punjab.
5	GSC/2K19/383	19.07.2019	ED Office	GS	In continuation to earlier letter dated 07.06.2019, ED was duly informed that petition for modification in Bail Orders has been filed in the Hon'ble Punjab & Haryana High Court at Chandigarh and the next date of hearing is fixed for 26.07.2019.
6	ECIR/JLZO/01/20 18/AD(GS) 4422	23.08.2019	GS	ED Office	2 nd Summons dated 23.08.2019 were issued to appear alongwith the information/documents called as per the annexure before the summoning authority on 05.09.2019 at 10:00 AM at ED office in Chandigarh.
7	GSC/2K19/430	04.09.2019	ED Office	GS	In reply to ED office 2 nd summon dated 23.08.2019 it was submitted that on 05.09.2019, the Ld special Judge Ms. Monika Goyal, Session Court, Mohali has already fixed date for appearance in FIR No. 10. It was also informed that the Hon'ble Punjab and Haryana High Court at Chandigarh vide decision dated 30.08.2019 have allowed me to enter Punjab with prior intimation to the Investigating Officer (VB). It was requested to give another date as of 6 th September 2019 or any other date except 09.09.2019 and 10.09.2019 which were already fixed in Court.
8	GSC/2K19/432	06.09.2019	GS	ED Office	On 06.09.2019 I appeared at ED office along with partial Information/ documents out of the annexure and my statement was also recorded. It was informed that balance information is being collected and shall be handed over soon.
9	GSC/2K19/441	12.09.2019	GS	ED Office	On 12.09.2019 I appeared at ED office along with partial information/ documents out of the annexure and my statement was also recorded.

10	GSC/2K19/484	09.10.2019	GS	ED Office	It was informed that balance information is being collected and shall be handed over soon.
11	ECIR/JLZO/01/20 18/AD(GS) 736/5675	24.10.2019	ED Office	GS	It was requested that the next date of appearance on 10.10.2019 be adjourned to any other date after 15 days or after Diwali festival as due to the on-going festival season, it was difficult to collect the required data in this short time period being voluminous and as staff is also not present. 3rd summon were issued to appear on 31.10.2019 at 11.00 AM in terms of annexure to summons dated 23.08.2019 and documents undertook to submit in statements dated 06.09.2019, 12.09.2019 and 19.09.2019.
12	GSC/2K19/496	29.10.2019	GS	ED Office	In reference to summon dated 24.10.2019, the next date of my appearance was 31.10.2019 at Jalandhar. It was submitted that the Ld, special Judge Ms. Monika Goyal, Session Court, Mohali has already fixed date of appearance and therefore ED Office was requested to allow me to appear on 1st November or any other suitable date.
13	-	31.10.2019 (Received e-mail from ED Office)	ED Office	GS	In reply to our letter dated 29.10.2019, ED office informed us to be present before the summoning authority on 04.11.2019 alongwith information/ documents as per annexure.
14	GSC/2K19/500	01.11.2019	GS	ED Office	In reference to summon, the next date of my appearance is 04.11.2019 at Jalandhar and ED was informed that on 04.11.2019, the Ld, special Judge Ms. Monika Goyal, Session Court, Mohali has already fixed date of appearance in FIR 10/2017. Therefore, it was requested to allow me to appear on 5 November 2019 or any suitable date.
15	-	05.11.2019 (Received e-mail from ED Office)	ED Office	GS	ED office adjourned the date of appearance before the summoning authority on 06.11.2019 alongwith information/ documents as per annexure.
16	Date of appearance	06.11.2019	-	-	Appeared on 06.11.2019 at ED office.
17	Date of appearance	13.11.2019	-	-	Appeared on 13.11.2019 at ED office and my Statement was also recorded.
18	Date of appearance	21.11.2019	-	-	Appeared on 21.11.2019 at ED office.
19	GSC/2K19/517	26.11.2019	GS	ED Office	In reference to my appearance

					on 27.11.2019 at Jalandhar it was submitted that arbitration case regarding termination of work has already been fixed for appearance. So ED Office was requested to allow me to appear on any date except 02.12.2019, 03.12.2019, 05.12.2019, 06.12.2019 and 09.12.2019 being pre-fixed in other matters.
20	GSC/2K19/521	30.11.2019	GS	The Director, ED, New Delhi	Representation regarding Independent, Neutral Unbiased Investigation and was sent along with brief history/events prior to Registration of FIR 10/2017 (Enquiry no.11 dated. 10.05.2017, Enquiry no.15 dated 30.06.2017), The Registration of FIR 10 dated 17.08.2017, ALLEGATIONS leveled, Reasons/ circumstances on the Basis of which thorough and unbiased investigation is required was sent
21	ECIR/JLZO/01/20 18/AD (GS)/906/6905	24.12.2019	ED Office	GS	4th summon were issued by ED for appearance on 02.01.2020 11.00 AM and at to furnish information/ documents as per annexure attached.
22	ECIR/JLZO/01/20 18/AD (GS)/906/6906	24.12.2019	ED Office	GS	1st summon were issued by ED for appearance on 02.01.2020 at 11.00 AM and to furnish information/ documents as per annexure attached.
23	GSC/2K19/542	01.01.2020	GS	ED Office	In reference to both the summons dated 24.12.2019 it was submitted that on 02.01.2020, the DDIT/ ADIT Investigation, Chandigarh has already fixed date for appearance. Therefore it was requested to allow to appear on 8th January 2020 or any other suitable date.
24	Date of appearance	14.01.2020	-	-	Appeared on 14.01.2020 at ED office and my Statement was also recorded.
25	Date of appearance	14.01.2020	-	-	Appeared on 14.01.2020 at ED office and Statement of Shilpy Narang was also recorded.
26	Date of appearance	21.01.2020	-	-	Appeared on 21.01.2020 at ED office.
27	ECIR/JLZO/01/20 18/AD (GS)/906/8055	06.02.2020	ED Office	GS	ED directed GS to provide the following information/ documents compiled in the specified columns within seven days: Quantities and Rates at which different filter material of different size/s purchased by GSC for project Construction of Sub-Surface Work along with purchase bill.
28	GSC/2K20/103	29.06.2020	GS	ED Office	In reply to Notice dated

29	-	07.07.2020	GS	The Joint Direct or, ED, Jalandhar	06.02.2020, the requisite information/ documents were submitted to ED office. Letter Regarding Operation of my 2 no Bank Accounts with Punjab and Sind Bank.
30	ECIR/JLZO/01/2018/AD (GS)/906/2953	22.10.2020	ED Office	GS	ED directed GS to provide the following information/ documents in tabular format within seven days: Details of all the properties for which certain payments were made by you/ your wife along with details of payments & agreement/ MOUs made thereof and the status of possession/mortgage.
31	GSC/2K20/305	05.11.2020	GS	ED Office	Information as desired vide order dated 22.10.2020, the same were submitted in tabular form as Annexure I(A), Annexure I(B) and Annexure II.
32	F.No. ECIR/JLZO/01/2018/1393	27.07.2021	Vikrant Bangotra Deputy Direct or, ED, Jalandhar Zone	GS	Received by Hand Provisional Attachment Order no. 01/2021 (Under first Proviso to Sub-Section (1) of Section 5 of the Prevention of Money Laundering Act, 2002)
33	F.No. ECIR/JLZO/01/2018/1393	27.07.2021	Vikrant Bangotra Deputy Direct or, ED, Jalandhar Zone	Shilpy Narang	Received by Hand Provisional Attachment Order no. 01/2021 (Under first Proviso to Sub-Section (1) of Section 5 of the Prevention of Money Laundering Act, 2002)
34	-	19.08.2021	Vikrant Bangotra Deputy Direct or, ED, Jalandhar Zone	GS & Shilpy Narang	Received by Hand Original by Complaint No. 1512/2021 under section 5(5) of PMLA, 2002 In Provisional Attachment order no. 01/2021 dated 27.07.2021 in Case ECIR/JLZO/01/2018.
35	OC No.-1512/2021	24..09.2021	Registrar/Administrative Officer, Adjudicating Authority (PMLA), New Delhi	GS	Notice to show cause Under Section 8 of PMLA Act 2002- Directed to file written reply on or before 07.11.2021.
36	OC No.-1512/2021	24.09.2021	Registrar/Administrative Officer, Adjudicating Authority (PMLA), New Delhi	Smt. Shilpy Narang	Notice to show cause under Section 8 of PMLA Act 2002- Directed to file written reply on or before 07.11.2021.
37	-	29.03.2022	Sh. Vinod anand Jha Chairman	Gurinder Singh and Shilpy Narang	Order pronounced on 29.03.2022 through online Video Conference and confirmed PAO No. 01/2021 dated 27.07.2021 and allowed OC No.1512/2021
38	F.No. ECIR/JLZO/01/2018/192	13.01.2023	ED Office	GS	Authorization/Order U/s 50 of PMLA, 2002 was received regarding valuation of 34 Nos. properties for the purpose of investigation and Valuer

					Engineer Sh. Sanjay Verma and his associates were to be provided unrestricted access to the said properties and to provide necessary documents such as Approved Drawing/Plans of the constructed Building, Registration Deed/Conveyance Deed etc.
39	-	24.01.2023 (through e-mail)	ED Office	GS and CC to Valuer	ED submitted that in relation to the said valuation process, it is learnt through the valuer Sh. Sanjay Verma that documents in respect of only 10 properties were submitted by Gurinder Singh to him till date out of a total 34 properties as mentioned in letter dated 13.01.2023, which clearly indicates your non-cooperative intention, towards the ongoing valuation process and that you are, with malafide intent, trying to delay/evade the ongoing proceedings of the Directorate of Enforcement. Therefore, ED gave another opportunity to provide copies of all the relevant registration/allotment/drawing s documents etc. In compliance to letter dated 13.01.2023 within 03 days (positively) to Sh. Sanjay Verma (Valuer) for the purpose of valuation being carried out by him, failing which, it will be considered that you are intentionally and deliberately trying to delay/evade the proceedings under the proceedings may be carried out against you under the provisions of PMLA.
40	GSC/2K20/259	25.01.2023	GS	ED Office	In reply to ED e-mail dated 24.01.2023 in ECIR/JLZO/01/2018, it F.No. was submitted that the Valuer Sh. Sanjay Verma alongwith staff of ED office met me on 16.01.2023 and the documents required by him were noted. Thereafter, on 18.01.2023, documents of 9 properties were handed over to the valuer. Document of 1 property were handed over on 23.01.2023 and on 25.01.2023 we handed over documents of 16 properties. It was further submitted that I have deputed one of my staff to accompany the valuer for the visits to the properties as and when it is required by him and that I am cooperating with the ongoing valuation process and the relevant documents are being handed over to the valuer immediately after

arranging the documents not available with me.
As on date, we have submitted documents of 26 properties and we shall submit the relevant documents of balance 8 properties within one week time after arranging the maps and other documents which are not available with me.
It was also mentioned that I had been cooperating and that I will always cooperate and that there is no delay/ evasion from the ongoing proceedings of ED.

41

GSC/2K20/265

GS

ED Office

In reference to ED e-mail dated ce 24.01.2023 in F.No. ECIR/JLZO/01/2018 and in continuation to our earlier communication dated 25.01.2023, ED was duly informed that we have submitted documents of all 34 properties as available with us and that we are arranging the balance required documents which are not available with us mainly the sanctioned drawings/ maps. from the concerned departments. It was also stated that as soon as we receive these documents, we shall submit them to the designated Valuer.
It was again stated that we are cooperating to our best way possible and we are available for any further query or requirements under the matter of investigation.

42

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02.02.2023
(through e-mail)

ED Office

GS

In reference with the valuation of properties as detailed in letter dated 13.01.2023, following information/ documents were directed to the provided within 03. days of this communication by ED:

a. Details of the properties which are currently under mortgage with Banks or with any other Financial Institutions.

b. Property wise details of the loan(s) granted by Bank(s)/ Financial Institutions (total amount of loan sanctioned, date on which loan was sanctioned) and current outstanding loan amount.

c. Complete details of the Branch of Bank/ Financial Institution from whom the loan was sanctioned.

In relation to those properties,

					maintained by me/my wife with other co-owners, ED further directed to provide property-wise details, describing specific portion/ areas which are either under me/my wife's possession or assigned to me/my wife in such properties. However, it was also stated that in case no specific portions/ areas is in me/my wife's possession or assigned to me/my wife and all the owners have equal proportion of shares (without demarcation) in such properties, then the same may also be communicated to this office.
43	-	03.02.2023 (through e-mail)	Valuer	GS and CC to ED Office	The Valuer stated that the documents provided by you for co atleast 9 properties are not having copies of sanctioned plans/ drawings and 1 of the property is with only Letter of Intent and allotment is pending for physical verification. In addition to this, ED Valuer stated that 2 Aadhar Cards of co-owners are still pending. The Valuer further stated to arrange visit to house no 331-p, Sector 7, Panchkula as soon as possible as we brought to his notice that the tenant was not responding to us.
44	-	05.02.2023 (through e-mail)	Valuer	GS and CC to ED Office	In reference to his earlier e-mail dated 03 February 2023, the to Valuer stated that he has received pending Aadhar Cards of co- owners and that visit at the House no 331, Sector 7, Panchkula was also completed today and he further thanked for our co- operation. The Valuer brought to our knowledge that he is stuck to evaluate few of the properties due to <u>pending information/ details/ documents</u> required by him as per details given below: Property at Sr. No. 1: Industrial Plot no E-13, Phase VII Lease-Deed, Sanctioned Plan/ Drawings, Years of actual construction with constructed area up to 17.08.2017, photographs if the building was partly constructed till 17.08.2017 are pending to be handed over to us. Property at Sr. No. 2: Industrial Plot no E-318, Phase VIII-A Lease-Deed,

Sanctioned Plan/ Drawings, Years of actual construction with constructed area up to 17.08.2017, photographs if the building was partly constructed till 17.08.2017 are pending to be handed over to us.

Property at Sr. No. 11: Plot LP- 26, Sector 76-80, Mohali
- Allotment Letter clearly depicting the Plot No and Sector is pending to be handed over to us.

Property at Sr. No. 13: Industrial Plot no 163, JLPL, Sector 82-Sanctioned Plan/Drawings, Years of actual construction with constructed area up to 17.08.2017, photographs if the building was partly constructed till 17.08.2017 are pending to be handed over to us.

Property at Sr. No. 18: House No 1635, Sector 18 D, Chd-Years of actual construction with constructed area up to 17.08.2017, photographs if the building was partly constructed till 17.08.2017 are pending to be handed over to us.

Property at Sr. No. 25: Industrial Plot no C-111, Phase VII Lease-Deed, Sanctioned Plan/ Drawings, Years of actual construction with constructed area up to 17.08.2017, photographs if the building was partly constructed till 17.08.2017 are pending to be handed over to us.

The Valuer requested to expedite the handing over of balance **information/details/documents.**

45	-	06.02.2023 (through e-mail)	GS	Valuer and CC to ED Office	In reply to Valuer's email dated 05.02.2023, We submitted that we are trying to get these referred documents through PSIEC, GMADA and other related departments. Whatever record we were having has already been handed over to yourself. However, if we get across the required documents in our record we shall supply the same immediately. We further submitted that the photographs required are of 2017- 18 and since it's 5-6 years old, we are constantly exploring our records etc for
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the same. We will arrange these from other sources and will share them soon.

It was further informed that the health of my brother-in-law is critical as he had heart attack on 15.01.2023 and since then he is in ICU and as a duty and responsibility I am also looking after him on daily basis. Therefore, it was requested to allow me some time to arrange these documents from the Government departments.

46	-	07.02.2023 (through e-mail)	Ed Office	GS	ED stated that in reference to the trailing email on the above-ED office again directed to provide the information/documents as per trailing email dated 02.02.2023 on immediate basis and additionally directed to provide following information/documents (property wise) as well-
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a. Industrial Plot No. E-13, Phase VII Lease Deed, Sanctioned Plan/Drawings, Area & Years of Actual Construction up to 17.08.2017.

b. Industrial Plot No. E-318, Phase VIII-A - Lease Deed

c. Plot LP-26, Sector 76-80, Mohali Allotment Letter.

d. Industrial Plot No. 163, JLPL, Sector 82, Mohali Sanctioned Plan/Drawings, Area & Years of Actual Construction, Photographs of the partially constructed building as before 17.08.2017.

e. House No. 1635, Sector 18D, Chandigarh Area & Years of Actual Construction, Photographs of the partially constructed building as before 17.08.2017.

f. Industrial Plot No. C-111, Phase VII Lease Deed.

47	-	08.02.2023 (through e-mail)	GS	ED Office	In reply to ED office email dated 07.02.2023, we stated that we have submitted all the desired documents and information available with us /arranged by us which are listed below:-
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a) Industrial Plot no. E-13, Phase VII submitted Lease Deed, Area and years of actual construction upto 17.08.2017.

b) Industrial Plot no. E-318, phase VIII-A - All documents as submitted earlier (Lease deed not executed since not required)

c) Plot LP-26, Sector 76-80, Mohali - allotment letter is awaited and shall be submitted immediately on receiving.

d) Industrial Plot No. 163, JLPL, Sector 82, Mohali Submitted documents of change of ownership, sale deed, sanctioned plans, area and years of actual construction upto 17.08.2017. Photographs as on/before 17.08.2017 are not available (we are still searching for the same and shall submit them as and when and if found).

e) House no. 1635, Sector 18D, Chandigarh- Submitted Area and years of actual construction upto 17.08.2017 and photographs of the partially constructed building as on/before 17.08.2017.

f) Industrial Plot No. C- 111, Phase VII- Lease deed submitted.

It was humbly submitted further that we have fully cooperated in the ongoing investigation by religiously following all the instructions received from your office and we shall also abide by them in future. As already requested and submitted earlier that my brother-in-law is in critical health condition who got admitted in Fortis Hospital at Mohali on 15.01.2023 Morning under UHID No. 12238134 (details attached) and has gone through Heart Surgery and is still in critical stage and being a close relative I have to regularly visit the Hospital and meet Doctors. A lot of my time and energy is consumed due to this family responsibility since 15.01.2023 and still I have managed to cooperate by providing all the documents/ information/ data/ visits of all the listed properties after the first introductory meeting held with the Valuer on 16.01.2023.

I further undertook that I would cooperate to my fullest possible self with the ongoing investigation.

48	-	08.02.2023	GS	ED Office	The following submission was made by Gurinder Singh for the kind consideration of ED:- RE- Authorization Order dated 13.01.2023 issued by ED office under Section 50 of PMLA thereby directing preparation of valuation reports in respect of the properties mentioned therein. AND Order dated 20.12.2022 passed by the Hon'ble Sessions Court-cum-Special Court, SAS Nagar, Mohali in CRM No. 46/ 22.8.2022. It was most respectfully submitted for consideration: kind 1. That as your goodself is aware, that the applicant had approached the Hon'ble Sessions Court cum Special Court, SAS Nagar, Mohali vide CRM No. 46/22 dt. 22.8.2022 i.e. an Application for substitution under the provisions of Section 8 of the Criminal Law (Amendment) Ordinance, 1944 seeking permission furnish security of an amount of Rs. 8,60,37,005/- by way of demand draft in lieu of the properties attached vide Order dated 14.5.2019 passed in Application under Section 3 of the Criminal Laws (Amendment) Ordinance, 1944, in CRM CIS No. 162/19 05.04.2019 filed by the Vigilance Bureau. 2. That in this regard, vide Order dated 20.12.2022, the Hon'ble Sessions Court cum Special Court, SAS Nagar, Mohali had directed the applicant vide order dated 20.12.2022 to deposit the security amount of Rs. 8,60,37,005/- in the shape of bank demand draft and the same to be deposited in the freezed bank account of the applicant Gurinder Singh, bearing A/C No.02131000000311 of HDFC Bank, Sector Branch, Chandigarh 17 and upon depositing the above said amount, the properties mentioned at Sr. No. 5, 6, 7, 8, 10, 11 and 13 in Annexure-A, and the properties mentioned at Sr. No. 1 and 2 in Annexure B, would be released from attachment Copy of the order
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49	-	09.02.2023 (through e-mail)	ED Office	GS	In reference with the valuation of properties as detailed in letter dated 13.01.2023 and email dated 02.02.2023 following information/documents were directed to the provided within 03 days of this communication by ED: a. Details of the properties which are currently under mortgage with Banks or with any other Financial Institutions. b. Property wise details of the loan(s) granted by Bank(s)/ Financial Institutions (total amount of loan sanctioned, date on which loan was sanctioned) and current outstanding loan amount. c. Complete details of the Branch of Bank/ Financial Institution from whom the loan was sanctioned. In relation to those properties, maintained by me/my wife with other co-owners, ED further directed to provide property-wise details, describing specific portion/ areas which are either under me/my wife's possession or assigned to me/my wife in such properties. However, it was also stated that in case no specific portions/ areas is in me/my wife's possession or assigned to me/my wife and all the owners have equal proportion of shares (without demarcation) in such properties, then the same may also be communicated to this office.
50	-	09.02.2023 (through e-mail)	GS	ED Office	In reference to ED email dated 02.02.2023 and 09.02.2023, I replied as under:- I. In this reference we have already shared/submitted all the properties related documents and the required information to the Government approved Valuer as appointed by your office. II. In this reference the further desired information/documents are attached below as Annexure-1 in the shape of chart for all 34 properties. III. In this reference these desired details have also been incorporated in the chart attached as Annexure-1. ANNEXURE-1 was attached.

8. However, learned counsel for the petitioner failed to answer on a query of the Court as to why despite lapse of 7 days, as sought by the petitioner vide e-mail dated 19.03.2023 (Annexure P-12), he did not join the investigation for recording of statement and production of documents against the summons dated 13.03.2023 under Section 50 of Prevention of Money Laundering Act, 2002.

9. As far as the contention to the effect that after three years, since 14.01.2020, when the petitioner lastly joined for recording of statement and providing information/documents before the Enforcement Directorate, is concerned, there cannot be a bar for the Investigating Agency to summon any person for further seeking information/records for reaching to a logical conclusion and, as such, this argument has no force. The only explanation coming forth before this Court on behalf of petitioner is that he sought days' time after receipt of summons dated 13.03.2023, according to which he was supposed to appear on 20.03.2023, is that his mother was not keeping well. However, it is an admitted position at the behest of petitioner that even thereafter, despite issuance of summons consistently, the petitioner is evading the process and in fact approached the Court seeking pre-arrest bail. All these circumstances are suffice enough for this Court to convincingly infer that he is intentionally and deliberately played hide and seek, who has been availing time to appear for Enforcement Directorate under garb of lame excuses and flippant statements.

10. On perusal of the impugned orders before this Court

firstly, from the application under Section 46 and 65 of Prevention of Money Laundering Act, 2002 read with Section 70 of Cr.P.C. moved by the respondents on 28.03.2023 wherein non-bailable warrants were sought. The record was called upon by the Special Judge, CBI, Punjab, SAS Nagar vide order dated 21.03.2023 and after, having the record, passed in the order dated 17.04.2023 issuing bailable warrants in the sum of Rs.1 Lac with one surety in the like amount through the applicant/IO, returnable by 24.04.2023. The petitioner did not adhere to it as the same were received back unexecuted despite several attempts, as has been recorded in the said order itself, finally the non-bailable warrants were issued for 03.05.2023.

11. The subsequent order passed by the Special Judge, CBI, Punjab, SAS Nagar, dated 03.05.2023, further depict that the said non-bailable warrants were received back unexecuted with a detailed report showing that Gurinder Singh has been granted interim bail by Special Court vide order dated 28.04.2023 and the case was adjourned to 05.05.2023. On subsequent date, the Special Public Prosecutor for the Enforcement Department placed on record copy of the order dated 04.05.2023 vide which the bail application filed by the petitioner was finally dismissed who sought for issuance of open ended non-bailable warrants of arrest against Gurinder Singh-petitioner. The same were issued to be executed for 12.05.2023 which also remained unexecuted as is evident from the subsequent order of 12.05.2023 despite four attempts made on 06.05.2023, 08.05.2023, 09.05.2023 and finally on 10.05.2023 by Sh. Himanshu Sharma, EO, Enforcement Department. The said reports were supported by the copies of DDR's No. 042,

049, 020, 021, 030, 026, 033, 040 alongwith the photographs of even date. Accordingly, open ended non-bailable warrants have been issued qua the petitioner.

12. After a careful consideration of the scope and object of Section 438, I am unable to agree with the contentions raised by the learned Senior Advocate, wherein the petitioner is apparently misusing not only the provisions of law, but has made an attempt to abuse the process of law. The granting of anticipatory bail is of extraordinary nature and such powers by the Court needs to be exercised with due care and circumspection added with the fact that discretion so bestowed on it by the legislature be used by a wise and careful application of judicious mind. Section 438 of Cr.P.C., though lays down no restrictions by the legislature, but is a procedural provision, which is concerned with the personal liberty of such individual, who is entitled to the benefit of the presumption of innocence. The offence under the Prevention of Money Laundering Act, is an economic threat to the national security, wherein gravity of offence could be easily inferred from the fact that the vigilance bureau has already established irregularity in relation to a total of 30 irrigation projects allotted to the petitioner for which separate 13 challans stand filed against him.

13. In the case in hand, looking at the conduct of the petitioner, as is displayed from the petition itself, which is not fair, who has rather attempted to justify by resorting to an escape route, after exhausting the respondent agency with all its efforts seeking him to join the investigation, who is main accused in the case of Money Laundering Act, wherein twin conditions under Section 45 of

Prevention of Money Laundering Act are to be fulfilled first before considering the case for pre-arrest bail.

14. Having securitised the order impugned before this Court dated 04.05.2023 (Annexure P-20) and the afore-stated reasons, this Court did not found any infirmity or illegality therein and declines to exercise the judicial discretion leaving it open to the respondents to proceed in the matter in accordance with law to complete the investigation.

15. The petition is thus ordered to be dismissed being devoid of merits.

(SANDEEP MOUDGIL)
JUDGE

May 24, 2023
Rashmi/Meenu

Whether speaking/reasoned
Whether reportable?

Yes/no
Yes/no