

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

(1) **CRM-M-36306-2022 (O&M)**

Raj Kumar ...Petitioner

Versus

State of Haryana ...Respondent

(2) **CRM-M-41438-2022 (O&M)**

Rajinder Sharma ...Petitioner

Versus

State of Haryana ...Respondent

(3) **CRM-M-54004-2022 (O&M)**

Ved Parkash ...Petitioner

Versus

State of Haryana and another ...Respondents

Date of Decision:- 13.1.2023

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present: Mr. Tribhawan Singla, Advocate,
for the petitioner in CRM-M-36306-2022.

Mr. Karan Kaushal, Advocate,
for the petitioner in CRM-M-41438-2022.

Mr. Kanwaljit Singh, Senior Advocate with
Ms. Rishika, Advocate and
Mr. Ajaivir Singh, Advocate,
for the petitioner in CRM-M-54004-2022.

Mr. Gurmeet Singh, AAG, Haryana,
assisted by Mr. Dewinder Singh, DSP.

GURVINDER SINGH GILL, J.

1. This order shall dispose off the above mentioned three petitions filed on behalf of Raj Kumar, Rajinder Sharma and Ved Parkash seeking grant of anticipatory bail in a case registered vide FIR No. 0006 dated 14.7.2022 under Sections 201, 409, 420, 467, 468, 471/120-B IPC and Section 13(1)(d) of the Prevention of Corruption Act, 1988 at Police Station SVB, Panchkula, District Panchkula.
2. As per the case of prosecution, in the year 2007, the Department of Technical Education, Haryana envisaged a scheme for imparting free coaching to the Scheduled Castes candidates of Haryana for entrance examinations for Engineering/Medical. This scheme was carried forward by the Government Engineering Colleges in the year 2007 and from 2008 onwards, the Department of Technical Education, Haryana decided to impart coaching through some professional coaching centres and accordingly expression of interest was invited from general public.
3. It is further the case of prosecution that Mastermind Classes Private Ltd., Gwalior had been selected as a successful bidder for imparting free coaching to the candidates belonging to the Scheduled Castes category in Haryana against expression of interest floated by the Department of Technical Education, Haryana. M/s Mastermind Classes Private Ltd., Gwalior is having a franchise agreement with Mastermind Classes, Chandigarh through its Project Director, Ved Parkash. Ved Parkash, being the Project Director at Chandigarh got executed the project of Mastermind Classes, Gwalior and accordingly, an agreement dated 20.6.2008 had been entered into between

the Director, Department of Technical Education, Haryana and M/s Mastermind Classes Private Ltd., Gwalior. The agreement dated 20.6.2008 was valid for a period of 3 years upto 2011 and free coaching was to be imparted upto 30.11.2011. The government was to give an amount of Rs.15,88,26,881/- to the firm M/s Mastermind Classes Private Ltd. for the years 2008, 2009, 2010 and 2011 i.e. upto 30.3.2011. As per the terms and conditions of the agreement the contract continued for the year 2008, 2009, 2010 and requisite payments were made to the firm concerned by the Department of Technical Education, Haryana. It was subsequently found that the annual course for the year 2010 was prematurely concluded i.e. much prior to the nominated date of closure i.e. 30.3.2011, though, the firm had already received the payment. It is alleged that the payment to the tune of Rs.14,60,41,432/- from 2008 onwards had been made to Ved Prakash, Project Director, M/s Mastermind Classes, Chandigarh and to the tune of Rs.1,27,85,449/- to M/s Mastermind Classes Private Ltd., Gwalior.

4. It is further alleged that Rajinder Sharma, the then Deputy Director, Technical Education Department had shown undue haste in release of payment. He had accepted the files in his individual capacity and had personally received approval from the then Director General, Technical Education Department to finalise the payment to the firm M/s Mastermind Classes but it was found that two approvals for payments did not bear regular dispatch number and had been assigned a special number only. After getting the said approvals, the same were forwarded to Shri M.S.Sehrawat, Principal, Polytechnic, Neelokheri for due payment and were further passed on to the Treasury, Neelokheri on the same day i.e. on 31.3.2011 for

payment to the firm which was accordingly paid on the same very day by way of demand draft to the tune of Rs. 2,00,00,192/- in favour of M/s Mastermind Classes, Chandigarh and Rs.1,20,52,568/- to M/s Mastermind Classes Private Ltd., Gwalior.

5. It is, thus, alleged that Rajender Sharma, the then Deputy Director Technical Education Department and Shri M.S. Sehrawat, the then Principal, Polytechnic, Neelokheri alongwith Praveen Gupta, the then Director, Mastermind Classes Private Ltd. Gwalior, Naveen Gupta, the then Director, M/s Mastermind Classes Private Ltd., Gwalior, Shri Rajender Badkaria, the then Director, M/s Mastermind Classes Private Ltd., Gwalior, Sh. Ved Prakash, Project Director, Mastermind Classes, Chandigarh and Shri Harjit Singh, Mastermind Classes, Chandigarh had connived with each other for the payment of huge amount to the firms in question. It is also alleged that Raj Kumar, Record Keeper, Technical Education Department was also conniving with them and had destroyed the record.
6. The learned counsel representing the petitioner-Ved Prakash, Project Director, Mastermind Classes, Chandigarh has submitted that his firm had imparted coaching to all the candidates who had been enrolled for the same and it was pursuant to an agreement between the Director, Department of Technical Education, Haryana and M/s Mastermind Classes Private Ltd., Gwalior that the payment had been made by the Technical Education Department and as such, if there was any dispute regarding the payment, the same would constitute a civil liability as it is not the case of prosecution that no coaching had been imparted.

7. The learned counsel representing the petitioner-Rajinder Sharma, the then Deputy Director Technical Education Department, Haryana has submitted that the petitioner processed the file pertaining to payment of dues to the firm Mastermind Classes, Gwalior pursuant to a contract having been entered into between Director, Department of Technical Education, Haryana and M/s Mastermind Classes Private Ltd., Gwalior and it is the Director General, Technical Education Department who had ultimately accorded approval for payment of the same, upon considering all the relevant facts and consequently, the payment was made by the Treasury to M/s Mastermind Classes.
8. The learned counsel representing the petitioner-Raj Kumar has submitted that he is merely working as a Clerk in the Department of Technical Education and has nothing to do with the release of payment in respect of any contract and that the allegations that he was record keeper or that he had destroyed the original record are patently false inasmuch as he had no domain over the alleged record. The learned counsel has further submitted that the record in question had already been handed over by Shri Umesh Saroj, Joint Director IT to Ravi Kant and Jai Pal, Assistants.
9. Opposing the petitions, the learned State counsel submitted that the petitioner-Rajinder Sharma was hand-in-gloves with the proprietors of the firm M/s Mastermind Classes Private Ltd. and that despite the firm not having imparted coaching upto the nominated date i.e. 30.3.2011 and having concluded the same much prior to the nominated date, he facilitated release of payments to firm. The learned State counsel has submitted that at the time of processing the file pertaining to payment in favour of M/s

Mastermind Classes Private Ltd., Rajinder Sharma did not categorically disclose that the firm had not imparted complete training/coaching to the students and on account of the said intentional omission, the payments came to be made in favour of the firm, though the firm was not entitled for the same. The learned State counsel has submitted that the petitioner-Ved Prakash, being the beneficiary of the amount is apparently liable for the offences alleged against him. The learned State counsel has further submitted that the petitioner-Raj Kumar by having destroyed the relevant record has also rendered himself liable even if at this stage there is no evidence to show that he has also benefitted from the amount released in favour of the firm M/s Mastermind Classes Private Ltd.

10. This Court has considered the rival submissions.

11. The allegations mainly pertain to the release of payment in favour of the firm M/s Mastermind Classes Private Ltd. pursuant to an agreement entered into between the Director, Department of Technical Education, Haryana and M/s Mastermind Classes Private Ltd., Gwalior for imparting coaching to candidates belonging to the Scheduled Castes category so as to prepare them for entrance examinations for Engineering/medical entrance coaching. The contract was for a period of three years i.e. 2008 upto 31.3.2011. The allegations are broadly to the effect that the firm concluded its coaching prior to the nominated date i.e. prior to 30.3.2011 whereas the balance payment was released to the firm on 31.3.2011 despite the said lapse. It is not the case of prosecution that no coaching was imparted at all. The only allegation is that the coaching classes were stopped prior to the nominated date.

12. Though, there appears to be some haste in according sanction of the payment but this Court finds that the bill had been raised on 13.1.2011 and it was on the last date of the financial year that the payment was made. It is not uncommon to notice that in various government departments, the requisite steps are taken at the fag end of the financial year pertaining to the payments made lest the budget may lapse. It also needs to be noticed that an inquiry in the matter pertaining to allegation against Rajinder Sharma as regards getting approval for payment of Rs.3,20,78,760/- was also conducted by a retired District & Sessions Judge who did not find any irregularity. A copy of the said inquiry report is annexed as Annexure P-19 in petitioner-Rajinder Sharma's case i.e. CRM-M-41438-2022. Said report would make it debatable as to whether it is a case of criminal offence or just a civil liability arising out of breach of contract. The matter, in any case, is based on documentary evidence. Still further, this Court finds that while the allegations pertain to the year 2011, the FIR came to be filed after about a decade.

13. As a sequel to the discussion made above, this Court finds that it is a fit case for grant of anticipatory bail to the petitioners.

14. All the petitions, as such, are accepted and the petitioners Raj Kumar, Rajinder Sharma and Ved Parkash in the event of their arrest be released on bail subject to their furnishing personal bonds and surety bonds to the satisfaction of Arresting/Investigating Officer. However, the petitioners shall join the investigation as and when called upon to do so and cooperate with the Investigating Officer and shall also abide by the conditions as provided under Section 438 (2) Cr.P.C.

15.A photocopy of this order be placed on the file of connected cases.

13.1.2023

kamal

(Gurvinder Singh Gill)
Judge

Whether speaking /reasoned
Whether Reportable

Yes / No
Yes / No