



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-46077-2024
DECIDED ON: 16.09.2024

NEERAJ GOYAL

.....PETITIONER

VERSUS

STATE OF HARYANA AND ANOTHER

.....RESPONDENTS

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. Vinod Ghai, Sr. Advocate with
Mr. Dushyant Rana, Advocate and
Mr. Arnav Ghai, Advocate
for the petitioner.

Mr. Chetan Sharma, DAG, Haryana.

SANDEEP MOUDGIL, J (ORAL)

1. Relief sought

The jurisdiction of this Court has been invoked under Section 482 of BNSS, 2023 for grant of anticipatory bail to the petitioner in FIR No.497, dated 19.08.2023 (Annexure P-1), under Sections 420, 406 IPC (Section 467, 468, 471 and 120-B IPC added later on), registered at Police Station Civil Lines, District Hisar.

2. Prosecution story setup in the present case as per the version in the FIR as under:-

“In the reverend court of Chief Judicial Magistrate, hisar
1. Ramesh Singal son of late Shri Daulat Ram Singal,
Resident of Professor Colony, Hisar.2.Surender Mittal
son of late Shri Jagdish Mittal, Resident of Hansi, now
Resident of Pitampura, Delhi.3. Asha Singal wife of Shri

Baldev Singal, Resident of Balsamand Road, Hisar.4. Manju Mittal son of late Shri Surender Mittal, Resident of Hansi, now Resident of Pitampura, Delhi.5. Shashi Singal wife of Shri Ramesh Singal, Resident of Balsamand Road, Hisar.6. Ritu Singal wife of Shri Amit Singal, Resident of Professor Colony, Hisar. 7. Veena Singal wife of Shri Sumit Singal, Resident of Professor Colony, Hisar.8. Kamal Gupta son of Shri Subhash Gupta, Resident of House No.1032, Urban Estate-II, Hisar.-Complainants Versus 1.M/s Premium Infracon Private Limited through its Director/Authorized Persons, site office at land comprised in Rectangle No 1683, Kila No. 26/2, Khasta No. 1683/26/2, situated at village Beer, Hisar, Tehsil District Hisar behind the Jindal Gyan Kendra, Hisar, having corporate office at 1123, DLF Tower-B, Jasola District Centre, New Delhi. 2. Neeraj Goyal son of Shri Bhagwan Das Goyal, Resident of House No. 164, Sector-8, Panchkula, duly Authorized Person of Ms Premium Infracon Private Limited, Delhi, site office at land comprised in Rectangle No 1683, Kila No. 26/2, Khara No. 1683/26/2, situated at village Beer, Hisar, Tehsil District Hisar behind the Jindal Gyan Kendra, Hisar.3. Arun Jain, Property Dealer son of late Shri Munna Lal Jain, Resident of Jain Gali, Nagori Gate, Hisar duly authorized person of M/s Premium Infracon Private Limited.-Accused Criminal complaint under Sections 406/420 of IPC P.S. Civil Lines Thana, Hisar. Sir, The complainants submit as under :-1. That the complainants are law abiding citizens and respectable members of the society and the plot holders in the land in which the Director, Town Country Planning had issued earlier the license No. 111 of 2014 and now migrated license bearing No.35 of 2020 has been issued for carving out a residential commercial colony in the land

bearing rectangle No. 1683, Kila No. 26/2, area measuring 42 Kanals 15 Marlas or 5.34375 Acres situated at village Beer, Tehsil District Hisar, which is behind the Jindal Gyan Kendra, Hisar. 2. That the accused No. 1 company was owner in possession of total land measuring 85 Kanals 4 Marlas, situated in Mauja Beer, Hisar vide sale deed No. 10682 dated 31.12.2007. Rakesh Chand Gupta, Shanti Parkash Gupta, Sanjeev Bansal and Rajeev Gupta were the Directors and responsible persons and used to look after the day to day affairs of the company. The builder company has falsely made some dummy directors in the company only to save themselves from liabilities and prosecution. 3. That the accused company and its Directors came to Hisar in the month of June, 2012 and induced the complainants that they are having a prime location land in Hisar and further induced the complainants to invest in their land and the complainants along with their partners invested and paid a sum of Rs.1.90 Crores through demand draft bearing No. 390430 and further the amount of Rs.5.30 Crores paid in cash to the accused company and its Directors. The accused company initially gave 20% shareholding to the complainants jointly in the total land measuring 85 Kanals 4 Marlas. The agreement dated 15.07.2014 was also executed in this regard. Thereafter, the company had demanded more money, therefore, the complainants paid another sum of Rs.3.33 Crores to the accused company. The Directors and the accused company vide agreement dated 16.06.2016 agreed to refund this amount of the complainants along with interest at the rate of 12% per annum. 4. That in the year 2014, the accused company granted the license bearing No. 111 of 2014 on the land measuring 5.4375 93 19 Acres and thereafter the accused company through its

Director Shri Sanjeev Bansal got various sale deeds bearing No. 10650, 10642, 10646, 10645, 10638, 10641, 10640, 10644 10647, 10643, 10636, 10639, 10649, 10648, 10637, 10635 dated 17.05.2014 registered in favour of the complainants and its relatives. It is relevant to mention here that in the license No. 111 of 2014, there were total 38 residential plots and out of which the accused company sold and registered the sale deeds of 35 plots. The accused company already received the entire amount of the consideration in the year 2012 from the complainants and thereafter received the more money from other plot holders. 5. That under mala fide intentions and dishonestly and with defraud and to cheat with the complainants and other plots holders the accused company did not start the development works irrespective of receiving the entire sale consideration and money from the complainants and started the harass humiliated the complainants and started to raise demand for more more money. In the year 2018, the accused company and its Directors filed more than 12 civil suits / litigations while challenging all the 35 sale deeds in the Civil Court at Hisar only to create a sham false dispute over the property bearing Cases No.:- Sr. No. Case Titled Case No. 1. M/s Premium Infracon Versus Asha Singal others 1761/17 2. M/s Premium Infracon Versus Meena Devi others 1757/17 3. M/s Premium Infracon Versus Rita Devi others 1756/17 4. M/s Premium Infracon Versus Krishan Kumar others 1748/17 5. M/s Premium Infracon Versus Shashi Singal others 1746/17 6. M/s Premium Infracon Versus Manju Mittal others 1702/17 7. M/s Premium Infracon Versus Vinod Tanwar 1762/17 8. M/s Premium Infracon Versus Salochna Devi 1755/17 6. That the accused company did not stop here and further submitted the forged bank guarantees in the office of

DCP, Haryana in license No. 111 of 2014 and further did not deposit the external development charges and internal development charges of Rs.8.00 Crores and whereby the license bearing No. 111 of 2014 was cancelled by the DTCP, Haryana. It was a clear criminal conspiracy on the part of the accused company and its Directors Authorized Persons so that the land shall always remain in a dispute and investments and shares of the complainants could not be liquidated. 7. That thereafter, the accused company started to demand more money from the complainants for the withdrawal of the civil suits and for the developments of the site and for settle the dispute and thereafter started to negotiate with the complainants through accused Shri Arun Jain, Property Dealer. In the year 2019, the accused company demanded a sum of Rs.5,000/- sq. yards more for the development works and for the Government fees and for settle the dispute. Under forced compelled circumstances, the complainants agreed to pay this amount and whereby the accused company and its Directors settle the dispute and further stated that they will convert this license into the DDJAY License as there would be an increase of saleable land of 4000 sq. yards and it would help them to fetch more money and the accused company would get additional benefit of Rs.10.00 Crores. 8. That the accused company through its Directors further appointed the accused Neeraj Goyal as an Authorized Person to develop the colony as he was also having some plots in the land. Neeraj Goyal is the cousin brother of the Director Sanjeev Bansal and close associate of the company and is the criminal conspirator. A new license was granted on dated 04.11.2020 in pursuance to LOI bearing No. 8793 dated 22.05.2020. After obtaining the license the accused Neeraj Goyal did not start the

development works and started to make an excuse that there is a demarcation issue of the land with the previous land owner Shri Virender Singh, Resident of Rohtak and the Haryana Agriculture University. Neeraj Goyal presented a demarcation report dated 12.03.2020 to the complainants. The accused No. 1 to 3 jointly created this false demarcation report in criminal conspiracy and the Authorized Signatory of the company i.e. the accused No. 3 was present at the time of demarcation. Irrespective of the fact that development works could not be started due to demarcation issue, the accused company through Neeraj Goyal sent the demand notice of the amount of Rs.5,000/- per sq. yards in the month of May, 2020 and January, 2021 under dishonest intentions to grab the land of the complainants. The accused No. 2 admitted the factum of demarcation issue by sending the e-mail of demarcation and started to create pressure upon the plot holders to surrender 20% of their land in his favour in lieu of demarcation issue and the amount of Rs.5,000/- per square yard. The accused no. 1 and 2 also asked for more money by sending the new MOU dated 22.11.2020 and 15.12.2020, which clearly shows the mala-fide and defraud intention of the accused. 9. That the accused company and its Directors and Neeraj Goyal made MOU, SMOU dated 31.08.2019 and took the signatures of the complainants on various papers and got some terms conditions reduced into writing in their favours only to grab the land of the complainants illegally even demanded 36% interest on the amount of Rs.5,000/- per sq. yards illegally. The complainants in the meanwhile met with the officer of DTCP, Haryana and apprised them the fact whereby they stated that rather to go in the dispute with the company the complainants should deposit the Government Fees (EDC/IDC) with them. The

complainants in the meanwhile deposited a sum of Rs.22,45,698/- approximately through Bank Transfers from the account of Shri Kamal Gupta and Rs.6,56,230/- from the account of other complainants directly in the accounts of the DTCP Haryana so that license bearing No. 35 of 2020 should not be cancelled. 10. That since 2020, the accused company and its Directors and Authorized Person in the criminal conspiracy not developing the colony so that the complainants again under forced circumstances should leave their land in a meager amount. The accused company and its Authorized Person Shri Neeraj Goyal appointed Shri Arun Jain, who is also a criminal conspirator and property dealer, who is also blackmailing the complainants and threatening the complainants either to surrender the land to the company and Neeraj Goyal or to face the consequences. 11. That to succeed in their evil designs, the accused company again with the help of their associate Mohit Partap Singh filed a false civil suit in the Civil Court at Chandigarh by misleading the court and got some status quo order from the Hon'ble Court from the Hon'ble Court, this case is false case and filed by the company at the behest of the Mohit Partap. 12. That in the month of January, 2022, a meeting was conducted with all the accused and where the accused company through its Directors demanded another sum of Rs.50,00,000/- and whereby this Rs.50,00,000/- was given to the accused company through the Directors. That in view of above, it is crystal clear that all the accused hatched a criminal conspiracy and induced the complainants to invest in the land and crores of rupees had been invested in the land and all the accused altogether received the amount and now they have been defrauding and with the cheated intentions want to grab the share of the land of the complainants.

13. That the complainants had given many complaints in the past also to the police but the police is not initiating and not lodging the FIR against the accused company. The complainant through Shri Surender Mittal has given a complaint to the police in the month of June, 2022 but the police has not taken any action. In the year 2011 also, the FIR bearing No. 484 dated 22.07.2011 under Section 420/120B was also registered against the accused company. That the complainants have no other option but to knock the door of the Hon'ble Court in this regard. The complainants request this Hon'ble Court to order the Superintendent of Police to register the FIR against the all the accused by using the power under Section 156(3) of Cr.P.C. The police needs to collect the evidences and documents and the same could not be done without lodging of the FIR. It has already been more than 10 years of the investments of the complainants in the land of the accused company and now all the accused want to deprive of the complainants from its investment in the land. 14. That the complainants have approached to the accused company many times but they have been threatening to the complainants and giving threats of criminal intimidation of the dire consequences. It is, therefore, requested that all the accused may kindly be summoned under Section 406/420 of IPC and further the request that the matter may kindly be sent to the police to initially register the FIR against all the accused and further to investigate the matter.”

3. **Contention**

On behalf of the petitioner

Learned Senior counsel for the petitioner contends that the sole allegation, if any, can be culled out from mere perusal of the instant FIR

would be that the petitioner has failed to issue the allotment letter and has not caused any offence as punishable under Section 406 and 420 IPC whereas the allegations qua the rest of the offences under Section 467, 468, 471, 120-B IPC is concerned, *prima facie* no case against the present petitioner is made out since he has no role whatsoever against the alleged forged bank guarantee since it was furnished by Premium Infracon Private Limited established in the year 2007 which had the possession of the land measuring 85 kanals 04 marlas. He further asserts seeking pre-arrest bail on the ground that, even the allegations made in the instant FIR as narrated therein is taken as a gospel truth, no criminal liability is fastened upon the petitioner as it was only a contractual obligation that would be of civil nature against the present petitioner.

Mr. Ghai, Senior Advocate would further submit that whatever the case may be, even without receiving Rs.5000 per square yards as stipulated in Clause 11 of the Memorandum of Understanding (Annexure P-9), the allotment letter to most of the plot holders has been issued by the petitioner.

On behalf of the State

Learned State Counsel appearing on advance notice, is not in a position to controvert the proposition involved in the instant FIR and very fairly concedes that the allegations would at present seem to be that of civil nature and also the fact that the main culprit is Sanjeev Bansal who unfortunately had passed away in December, 2016 but the petitioner is closely related to the deceased seeks his custodial interrogation.

4. **Analysis**

Be that as it may, after having given a thoughtful consideration to the submissions as made by both the counsels for the parties and the fact that there was already a civil suit filed by the plot holders which is still, pending wherein they have alleged that the fraud was committed by Sanjeev Bansal (one of the Directors of M/s Premium Infracom Pvt. Ltd.) who has unfortunately passed away, liability of civil nature is clearly evident on culmination of the entire story of prosecution as well as after perusal of the record. This Court, therefore, does not deem it a case where custodial interrogation of the petitioner is required as the same has not been forced by the State as well so far. This very fact has also been derived from an action taken report submitted by Police Post HAU, Hisar, dated 09.08.2023.

5. **Decision**

In the light of above, the petitioner is directed to be released on anticipatory bail subject to his joining investigation with the Investigating Officer concerned within a period of 10 days from today, on furnishing of personal/surety bonds to his satisfaction. The petitioner shall also abide by the terms and conditions as envisaged under Section 482(2) of BNSS, 2023, which are reproduced below:-

“When the High Court or the Court of Session makes a direction under sub-section (1), it may include such conditions in such directions in the light of the facts of the particular case, as it may think fit, including-

(i) a condition that the person shall make himself available for interrogation by a police officer as and when required;

(ii) a condition that the person shall not, directly or indirectly, make any inducement, threat or promise to any person acquainted with the

facts of the case so as to dissuade him from disclosing such facts to the Court or to any police officer;

(iii) a condition that the person shall not leave India without the previous permission of the Court;

(iv) such other condition as may be imposed under sub-section (3) of section 480, as if the bail were granted under that section.”

However, it is made clear that in case the petitioner does not comply with the aforesaid direction of joining the investigation within 10 days, the order passed by this Court today shall automatically stands cancelled.

In the aforesaid terms, the present petition stands allowed.

16.09.2024

Poonam Negi

(SANDEEP MOUDGIL)
JUDGE

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether reportable</i>	<i>Yes/No</i>