

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-37508-2025
Reserved on: 01.10.2025
Pronounced on: 27.10.2025

Varun Puri ...Petitioner

Versus

State of Haryana ...Respondent

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Mr. Vinod Ghai, Sr. Advocate with
Mr. Arnav Ghai, Advocate
Ms. Kashish Sahni, Advocate and
Mr. Jeevanjot Kang, Advocate
for the petitioner.

Mr. Atul Gaur, A.A.G., Haryana.

ANOOP CHITKARA, J.

FIR No.	Dated	Police Station	Sections
396	29.11.2018	Kherki Daula, District Gurugram	406, 420, 120-B IPC

1. The petitioner incarcerated in the FIR captioned above had come up before this Court under Section 483 of Bharatiya Nagarik Suraksha Sanhita, 2023, [BNSS], seeking regular bail.
2. Per status report, the petitioner has massive criminal antecedents.
3. The facts and allegations are being taken from the status report filed by the State, which reads as follows:

“3. That the facts leading to the registration of FIR aforementioned are that a written complaint was received from the Ld. Court of Magistrate moved by complainant Deepak Saluja before the Ld. Court of Area Magistrate, Gurugram for registration of FIR, contents whereof are being reproduced herein under for the kind perusal and ready reference of this Hon'ble Court:

*IN THE COURT OF LD. CHIEF METROPOLITAN MEGISTARTE,
GURGAON DISTRICT COURT COMPLAINT CASE /2017 IN THE
MATTER OF DEEPAK SALUJA VERSUS COMPLAINANT
UNIVERSAL BULIDWELL PVT. LTD. & ORS ACCUSED PERSONS
PS KHERKI DAULA GURGAON U/S 420, 406, 120-B IPC*

APPLICATION UNDER SECTION OTARY GOVT.56(3) R/W 190 OF THE CR.P.C 1973 ON KOHALF OF THE COMPLAINANT MOST RESPECTFULLY SHOWETH 1 THAT THE CAPTIONED COMPLAINT IS BEING FILED ON BEHALF COMPLAINANTS OF COGNIZABLE NON CONTINUING THE APPLICANT PETAINING BAILABLE OFFENCES TO AND UNDER SECTION 420,406120 B IPC ETC BEING COMMITTED BY THE ACCUSED NO. 1 TO REQUIRES WHICH 4 INVESTIGATION 2-IMMEDIATE THAT THE APPLICANTS/ COMPLAINANT ARE A PEACE LOVING CITIZEN CURRENTLY RESIDING AT E 905, MONSOON BREEZE, SECTOR 78, GURGAON 122004,3-THAT THE COMPLAINANT HAS NAMED 4 PERSON AS THE ACCUSED IN THE CAPTIONED ACCUSED NO 1 COMPLAINT, NAMELY M/S UNIVERSAL BUILDWELL PVT LTD AND SH RAHMAN MANAGING DIRECTOR PURI OF ACCUSED COMPANY, VARUN PURI & VIKRAM PURI AUTHORISED DIRECTOR AND OF THE SIGNATORY ACCUSED COMPANY. IT IS PERTINENT TO NOTE THAT ACCUSED NO. 2 TO 4 ARE ALSO THE PROMOTERS OF THE ACCUSED NO. 1 COMPANY THAT THE ACCUSED NO. 2 TO 4 ARE THE PROMOTER DIRECTOR OF ACCUSED NO. 1 COMPANY AND ARE RELATED TO EACH OTHER.FACTUAL MATRIX-A. THAT THE COMPLAINANT ENTERED INTO AN APARTMENT BUYER'S AGREEMENT DATED 14.10.2011 ACCUSED NO 1 COMPANY FOR BUYING FLAT NO J-1103 AT SECTOR 82 GURGAON UNIVERSAL HARYANA APARTMENT DATED COPY AURA OF BUYER'S AGREEMENT 14.10.2011 IS ANNEXED ALLOTMENT HERE WITH AS ANNEXURE CI THE COPY OF THE PROVISIONAL LETTER DATED 31.03.2013 IS ANNEXED HEREWITH ANNEXURE C2.B- THAT THE ACCUSED PERSONS IN CONNIVANCE WITH EACH OTHER BEGAN COLLECTING THE BOOKING AMOUNT AND STARTED RAISING SUBSEQUENT DEMANDS EVEN THE BUILDING BEFORE OBTAINING PLAN APPROVAL FROM DTCP HARYANA WHICH IS IN GROSS VIOLATION OF CLAUSE-7 OF LICENCE NUMBER 51 OF 2011. THE BUILDER HAD ADVERTISED THE SAID PROJECT THROUGH A FULL PAGE AD IN THE LEADING NEWSPAPERS AND ALSO THROUGH PROPERTY DEALER, WHICH IS CONTRAVENTION AS PER THE TERMS AND CONDITIONS (NO.07) OF LICENCE NO.51 AND THUS LURED THE COMPLAINANTS INTO BUYING THE SAID PROPERTY WITHOUT HAVING ANY INTENTION WHATSOEVER TO DELIVER THE POSSESSION OF THE SAID PROPERTY TO THE COMPLAINANTS BUT TO USURP MONEY OF THE COMPLAINANTS. THE PICTURES AND THE PROJECTION ABOUT THE SAID FIAT WAS DRAWN FROM COMPANY AND PERSONS.C-THAT WITH ALL MALAFIDE INTENTIONS AND HIDDEN AGENDA OF GRABBING MONEY FROM THE ALLURED PERCHASER THE ACCUSED PERSONS/BUILDER BEGAN DEMANDING MONEY UNDER CONSTRUCTION LINKED PAYMENT PLAN EVEN PRIOR TO RECEIVING NOC FROM MOEF AS THIS IN VIOLATION BY ONLY WITH MENS REA OF CHEATING AND INNOCENT PURCHASER AND GRABBING THEIR MONEY IN LIEU OF CONSTRUCTION OF THE FLAT WHICH ACCUSED PERSONS/BUILDER THE NEVER INTENDED TO HANDOVER IT IS THAT THE ACCUSED

SUBMITTED PERSONS/BUILDER CANNOT BEGIN TO WORK PRIOR TO RECEIVING THE NOC FROM MOEF AS IT IS IN VIOLATION OF CLAUSE-8 OF THE LICENSE AND CLOSE 17(VIII) OF BRIII. ALSO THE ACCUSED PERSONS/BUILDER BEGAN DEMANDING UNDUE INTEREST FROM THE COMPLAINANT AND ALSO BECAUSE OF THIS DELAY IN THE RECEIVING THE NOC THE INTEREST FROM THE COMPLAINANT AND ALSO BECAUSE OF THIS DELAY IN RECEIVING THE NOC THE LOAN FOR THE FLAT COULD NOT BE APPROVED.IT IS SUBMITTED THAT THE COMPLAINANT WAS THREATENED WITH THE CANCELLATION OF THE AGREEMENT IN CASE OF THE NON PAYMENT OF THIS ILLEGAL DEMAND RAISED BY THE ACCUSED PERSONS. IT IS SUBMITTED THAT A LOT OF PURCHASER HAD LOST THEIR MONEY DUE TO THIS FACT ACCUSED D-THAT THE COMPANY AND OTHER OFFICIALS INCLUDING ACCUSED NO. 2 TO 4 MISREPRESENTED AND CONCEALED NUMEROUS FACTS FROM THE COMPLAINANT AND OTHER BUYER WHICH ARE ACCUSED AS NO. 1 FOLLOWS -THE COMPANY WAS REQUIRED TO PAY RS 24,49,56,908/-AS STATUTORY EXTERNAL DEVELOPMENT CHARGES AND DEVELOPMENT INFRASTRUCTURE CHARGES TO THE AUTHORITY HOWEVER THE ACCUSED COMPANY TOTAL PLANT COLLECTIBLE AMOUNT FROM BUYERS WAS RS 31,82,70,608/-AGAINST ACTUAL COLLECTIBLE OF RS 22,97,59,360/-THE ACCUSED COMPANY THEREFORE MISAPPROPRIATED AND SWINDLEDA SUM OF RS 8.85/ CRORES FROM ALL THE BUYERS INCLUDING THE COMPLAINANT.THE ACCUSED COMPANY COLLECTED EDC BUT DID NOT DEPOSIT THE REQUISITE AMOUNT WITH THE AUTHORITIES. FURTHER THE ACCUSED COMPANY HAS REFUSED TO REFUND THE EXCESS AMOUNT AS CHARGE FROM BUYERS THAT THE ACCUSED NOI COMPANY HAS CHARGED EXCESS OF AROUND RS 100 PER SO FEET FROM EACH BUYER INCLUDING THE COMPLAINANT-THE ACCUSED NO 1 COMPANY UNILATERALLY INCREASED SUPER AREA OF THE FLATS, BEFORE COMPLETION OF ERECTION OF SUPER STRUCTURE, WITHOUT ANY REVISION OF BUILDING PLANS THAT AS PART OF LARGER CONSPIRACY TO DUPE ALL THE BUYERS INCLUDING THE COMPLAINTS THE ACCUSED COMPANY PLAN TO A SUM OF NERALLY RS 39.5 CRORE ON THIS ACCOUNT.NON PAYMENT OF THIS ILLEGAL DEMAND CULMINATED THREAT FOR CANCELLATION OF APARTMENT. THUS, MANY BUYERS INCLUDING THE COMPLAINANT WERE ARM TWISTED TO PAY SUCH ILLEGAL CHARGES BASED ON INCREASE IN SUPER AREA. iii-THE ACCUSED NO.1 COMPANY COLLECTED 80% COST OF THE FLAT (APPROX) FROM THE BUYERS INCLUDING FROM THE COMPLAINANT TILL JUNE 2014 EVEN AFTER COLLECTING THE MAJORITY OF THE AMOUNT FROM THE BUYERS THE CONSTRUCTION OF THE PROJECT STOPPED FOR THE PAST 3 YEARS AND THE POSSESSION DATE ELAPSED IN 2015 FURTHER THE ACCUSED NO.1 COMPANY AT THE BEHEST OF THE ACCUSED NO 2 TO 4 HAVE REFUSED TO PAY MONTHLY DELAY COMPENSATION CHARGES IT IS ALSO PERTINENT TO FUNDS THE NOTE AS PART OF LARGER

CONSPRICAY ACCUSED NO.1 COMPANY AT THE TO MISAPPROPRIATE BEHEST OF THE ACCUSED NO. 2 TO 4 RAISED DEMANDS FOR PAYMENTS EVEN BEFORE COMPLETING MILESTONE AS PER CONSTRUCTION LINKED PLAN.. FURTHER THE ACCUSED NO.1 COMPANY HAS CHARGED USER CHARGES FOR CAR PARKING SPACE IN BASEMENT @ RS 2,50,000 PER PARKING SPACE. WHEREAS BASEMENT IS FAR FREE AREA FOR PARKING FACILITIES. THE AND OTHER ACCUSED NO.1 COMPANY FURTHER HAS COLLECTED ABOUT RS 12.5/- CRORE AS PARKING CHARGES. ACCUSED NO 1 COMPANY FURTHER HAS NOT INCLUDED CAR PARKING/COMMUNITY BUILDINGS IN FREE OF COST COMMON AREAS, IN BRAZEN VIOLATION OF BRIII. V-THAT THE ACCUSED NO 1 COMPANY ALSO MISREPRESENTED NUMEROUS PROJECTS AND CONCEALED FACTS ABOUT THE FROM THE PRESENT COMPLAINANT AND THE PREVIOUS OWNERS WHICH ASSIGNED THEIR INTEREST IN THE SAID PROPERTY IN THE NAME OF THE COMPLAINANT.4- THAT THE COMPLAINANT HAS LEARNED FROM VARIOUS SOURCES THAT ALREADY NUMEROUS MATTERS ARE PENDING BEFORE THE POLICE AND FURTHER THE ACCUSED COMPANY FACING GRAVE ALONG WITH ACCUSE NUMBER 2 TO 4 ARE CURRENTLY CHARGES UNDER SECTION 1208,420, 406 AND 409 OF THE INDIAN PANEL CODE FOR ACTIVITIES CONNECTED WITH THE SIPHONING OFF OF FUNDS.

THAT THE COMPLAINANT HAS ALSO LEARNED THAT DESPITE THE SITUATION, THE ACCUSED NO 2 TO 4 CONTINUE TO MARKET AND THE SELL THE SAID PROPERTIES AT GURGAON. 5-

THAT COMPLAINANT THE VERILY BELIEVES THAT THE ACCUSED BUILDER COMPANY MADE FALSE REPRESENTATION WITH RESPECT TO PROGRESS IN CONSTRUCTION, TO ALL THE BUYERS INCLUDING THE COMPLAINANT, IN ORDER TO DECEIVE THEM AND EXTRACT MONEY FROM THEM. BELIEVES, THE COMPLAINANT ALSO THAT THE BUILDER COMPANY HAD UTILIZED THE SAID MONEY(RECEIVED FROM THE BUYERS) IN SOME OTHER INVESTMENTS/PROJECTS ETC. WHICH IN LAW. THE BUILDER IS PROHIBITED TO DO THAT THE COMPLAINANT REQUEST THAT AN INQUIRY/INVESTIGATION MAY BE CONDUCTED IN THIS REGARD AND APPROPRIATE ACTION AND PROCEEDINGS MAY BE AGAINST THE ACCUSED COMPANY REPRESENTATIVES.6-AND THAT INITIATED BUILDER ITS IT IS SUBMITTED THAT THESE ACCUSED NO COLLECTING MONEY FROM INNOCENT I TO 4 HAVE A HISTORY OF ILLEGALLY INVESTORS AND DUPING THEM SIPHONING THIS MONEY SOMEWHERE ELSE, THE COMPLAINANT HAS REASON TO BELIEVE THAT THE SAME HAS BEEN DONE WITH HIS MONEY. 7- THAT IT IS SUBMITTED THAT THERE ARE HUNDREDS OF INVESTORS WHO HAVE BEEN SIMILARLY DUPED, AND ARE CONTINUING TO BE DUPED BY ACCUSED NO. 1 TO 4 IN THIS PROJECT. 8-THAT IT IS SUBMITTED THAT THE ACCUSED NUMBER NO.2 TO 4 ARE AT THE HELM OF A VAST NUMBER OF

FICTITIOUS AND COMPANIES. INCLUDING SHELL ACCUSED NO 1 THE COMPANY WHICH CONSTITUTES A NEBULOUS CORPORATE VEIL THAT HAS BEEN REPEATEDLY USED TO CHEAT AND DEFRAUD INVESTORS FROM ALL OVER THE WORLD AND HARD EARNED MONEY OF THE BUYERS INCLUDING THE COMPLAINANT HAS BEEN SIPHONED OFF CAUSING WRONG FULL LOSS TO THE THESE BUYERS INCLUDING.THE COMPLAINANT AND WRONGFUL GAINS HAVE BEEN MADE BY THE ACCUSED NO 1 TO 4.9-THEREFORE IT IS HUMBLY SUBMITTED THAT THE CORPORATE VEIL IS REQUIRED TO BE LIFTED IN ORDER FOR A THOROUGH POLICE INVESTIGATION TO TAKE PLACE. IT IS FURTHER SUBMITTED THAT NO AS THE CIVILLIAN AGENCY SUCH REGISTRAR OF COMPANIES, MINISTRY OF CORPORATE AFFAIRS ETC. CAN BE TASKED WITH THIS PROBE AS THERE IS PRIMA FACIE CLEAR CRIMINALITY EVIDENT FROM THE FACTS. 10-MANY BUYERS INCLUDING THE COMPLAINANT HAS FORGONE SUBSTANTIAL INTEREST GAINS AS A RESULT OF MISREPRESENTATION, CHEATING ON THE PART OF THE ACCUSED NO 1 TO 4. 11. IT IS UNAMBIGUOUSLY CLEAR FROM THE CONDUCT OF THE ACCUSED BUILDER COMPANY AND ITS OFFICIALS.THAT THEY WERE HAND IN GLOVE AND HAVE AIDED FRAUD AND IN FRAUD ABETTED AND CHEATING AND CRIMINAL BREACH OF TRUST.IT IS ALSO THROUGHOUT CLEARLY THAT THE ACCUSED BUILDER COMPANY & ITS OFFICIALS FROM THE VERY BEGINNING WERE NOT HAVING THE INTENTIONS TO DELIVER THE POSSESSION OF THE SAID APARTMENT ON TIME, THIS IS ALSO EVIDENT FROM THE DELAY IN POSSESSION AND NON PAYMENT OF THE COMPENSATION IN LIEU OF DELAY 12 THAT THE BUILDER COMPANY HAS MISERABLY FAILED TO DISCHARGE IHS OBLIGATIONS UNDER THE AGREEMENT AND FATHER DECEIVING COMPLAINANT AND BY CHEATING THE HAVE CAUSED UNLAWFUL GAINS TO THEMSELVES AND WRONGFUL LOSS TO THE COMPLAINANT THE BUILDER COMPANY WITH THE CONNIVANCE OF ITS OFFICIAL HAS FRAUDULENTLY SIPHONED AND MONEY ILLEGALLY FROM THE THE COMPLAINANT AND COMPLAINANT. THE ACCUSED BUILDER COMPANY AND ITS OFFICIAL HAVE CHEATED OTHER BUYERS/CONSUMERS. 13-THE ACCUSED COMPANY HAS STASHED THE FUNDS RECEIVED FROM THE COMPLAINANT IN THE ACCOUNTS OF ACCUSED NO 2 TO 4 AND OTHER PERSONS, FIRMS, COMPANIES OWNED AND/OR CONTROLLED BY ACCUSED COMPANY OR ACCUSED NO 2 TO 4 AND THEIR FAMILY MEMBERS, RELATIVES ETC. IN THIS WAY ALL THE ACCUSED COMPANY AND ACCUSED NO 2 TO 4 HAVE DEFRAUDED THE COMPLAINANT AND OTHER INVESTORS OF THEIR HARD EARNED MONEY. CONSEQUENTLY THE 14-THAT BUILDER COMPANY AND ITS OFFICIAL ARE LIABLE TO BE PUNISHED UNDER SECTION 403,406 AND 420 OF THE INDIAN PANEL DISHONEST CODE FOR THEIR AND MALAFIDE MISREPRESENTATIONS MADE TO THE COMPLAINANT INCEPTION FROM THE VERY AND DELIBERATELY DATE THEIR

OBLIGATIONS UNDER THEREAFTER DISCHARGING AS PROMISED THE AGREEMENT WITH ULTERIOR MOTIVES AND FURTHER SIPHONING OFF MONEY WHICH WAS MEANT FOR PAYMENT TOWARDS THE COMPLIMENTS APARTMENT FOR THEIR ILLEGAL ENRICHMENT AND FOR CAUSING WRONGFUL LOSS TO THE COMPLAINANT. 15-THAT IT IS FURTHER SUBMITTED THAT THE INORDINATE AND UNEXPLAINED DELAY IN DELIVERY OF POSSESSION PROPERTY DESPITE THE CONTRACTED DELIVERY DATE HAVING ELAPSED AND THE REFUSAL ON THE PART OF ACCUSED NO 1 TO 4 TO PAY MONTHLY OF THE AFORESAID DELAY COMPENSATION DESPITE CHARGE IS SEVERAL REMINDERS TANTAMOUNT TO CHEATING AND FRAUD ON THEIR PART.16-THAT NUMEROUS BUYERS INCLUDING THE COMPLAINANT HAVE SUFFERED AND CONTINUE TO SUFFER GREAT MENTAL STRESS AND AGONY AS WELL AS GRAVE ECONOMIC LOSSES ON ACCOUNT OF THE MONIES. WHICH HAVE BEEN PAID FOR THE PROPERTIES WHICH HE DOES NOT YET POSSESS 17-THAT THE COMPLAINANT SUBMITS AS UNDER THAT THE BY THE POLICE COMPLAINANT HAD MADE A COMPLAINT TO THE SHOPS KHERKI DAULA GURGAON HARYANA VIDE COMPLAINT DATED 03.08.2017 BUT NO ACTION AGAINST THE ACCUSED PERSONS HAS BEEN INITIATED OFFICIALS TILL DATE THE COPY OF THE COMPLAINT MADE TO THE PS KHEDKI DAULA DATED 03.08.2017 IS ANNEXED HERE WITH AS ANNEXURE C3.18-THE COMPLAINANT THEREFORE PRAYS FOR THE KIND INTERVENTION OF THIS HON'BLE COURT SEEKING DIRECTION TO THE EOW TO LODGE AN FIR OF CHEATING AND CRIMINAL BREACH OF TRUST, AND TO INVESTIGATE THIS MATTER EXPEDITIOUSLY. 19- THAT ALL THE ABOVE FACTS LEADS TO A PRIMA FACIE CONCLUSION OF CHEATING AND FRAUD ON THE PART OF ACCUSED NO 1 TO 4. 20- THAT AS YET NO FIR HAS BEEN LODGED BY THE POLICE IN CONNECTION WITH THE AFORESAID COMPLAINT, AND NO INVESTIGATION HAS STARTED IN REGARD THERETO. 21-THAT THIS HON'BLE COURT HAS JURISDICTION TO GRANT THE RELIEF PRAYED FOR APPLICANT.PRAYER BY THE IN LIGHT OF AFOREMENTIONED FACTS AND CIRCUMSTANCES IT IS MOST HUMBLY AND RESPECTFULLY PRAYED THAT IN THE INTEREST OF JUSTICE EQUITY AND FAIR PLAY. THIS HON'BLE COURT MAY BE PLEASED TO a ALLOW LODGE THIS APPLICATION AND DIRECT EOW CELL GURGAON POLICE A FIR AGAINST THE ACCUSED NO 1 TO 4 UNDER SECTION 403,406,420 IPC AND SUCH OTHER LEGAL PROVISIONS AS ARE ATTRACTED IN THE PRESENT CASE AND CONDUCT INVESTIGATION AN EXPEDITIOUS INTO THE ANY SUCH ALLEGATIONS. b-PASS FURTHER ORDER/ DIRECTION(S) THAT THIS HON'BLE COURT MAY DEEM FIT AND PROPER IN THE INTEREST OF JUSTICE. COMPLAINANT THROUGH SD/-PAWAN KUMAR RAY ADVOCATE FOR THE COMPLAINANT.NO 4/19A, LGF JUNG PURA-B, NEW DELHI 14 08595457674,08130136366.E-MAILPAWANADV.14@GMAIL.COM"

4. The petitioner's counsel prays for bail by imposing any stringent conditions and contends that further pre-trial incarceration would cause an irreversible injustice to the petitioner and their family.

5. The petitioner's counsel submits that the petitioner would have no objection whatsoever to any stringent conditions that this Court may impose, including that if the petitioner repeats the offense or commits any non-bailable offense which provides for a sentence of imprisonment for more than seven years, the State may file an application to revoke this bail before the concerned Court having jurisdiction over this FIR, which shall have the authority to cancel this bail, and may do so at their discretion, to which the petitioner shall have no objection.

6. The State's counsel opposes bail and refers to the status report.

7. It would be appropriate to refer to the following portions of the status report, which read as follows:

“16. That as per the investigation, the petitioner acting in league with the other Directors of M/s Universal Buildwell Pvt. Ltd. had indulged in misappropriation the act of cheating, and violation of the provisions of the (Haryana Development and Regulation of Urban Areas Act.) HDRUA Act. The petitioner's company had opened the booking for a project for which no license had been obtained. Accused company had received earnest money of innocent investors prior to obtaining the License and approval of building plans and thereby, depriving innocent people of their hard-earned money.”

8. There is sufficient prima facie evidence connecting the petitioner with the alleged crime. However, pre-trial incarceration should not be a replica of post-conviction sentencing.

9. Per paragraph 2 of the bail petition, the petitioner has been in custody since 07.03.2025. Per the custody certificate dated 15.09.2025, the petitioner's total custody in this FIR is 06 months and 09 days.

10. The law of bail, like any other branch of law, has its own philosophy, and occupies an important place in the administration of justice and the concept of bail emerges from the conflict between the police power to restrict liberty of a man who is alleged to have committed a crime, and presumption of innocence in favour of the alleged criminal.¹In deciding bail applications an important factor which should certainly be taken into consideration by the Court is the delay in concluding the trial.—Often this takes several years, and if the accused is denied bail but is ultimately acquitted, who will restore so many years of his life spent in custody? —Is Article 21 of the Constitution,

¹ Supreme Court of India in Vaman Narain Ghiya v. state of Rajasthan, [E-SCR] ; [2008] 17 SCR 369, Para 16, decided on 12.12.2008.

which is the most basic of all the fundamental rights in our Constitution, not violated in such a case? —Of course this is not the only factor, but it is certainly one of the important factors in deciding whether to grant bail.² Personal liberty is a very precious fundamental right and it should be curtailed only when it becomes imperative according to the peculiar facts and circumstances of the case.³ Personal liberty deprived when bail is refused, is too precious a value of our constitutional system recognised under Art. 21 that the curial power to negate it is a great trust exercisable, not casually, but judicially with lively concern for the cost to the individual and the community.⁴ When the undertrial prisoners are detained in jail custody to an indefinite period, Article 21 of the Constitution is violated.⁵

11. Given the above, the penal provisions invoked viz-a-viz pre-trial custody, coupled with the prima facie analysis of the nature of allegations, and the other factors peculiar to this case, there would be no justifiability for further pre-trial incarceration at this stage.

12. Without commenting on the case's merits, in the facts and circumstances peculiar to this case, and for the reasons mentioned above, the petitioner makes a case for bail. This order shall come into force from the time it is uploaded on this Court's official webpage.

13. Given the above, provided the petitioner is not required in any other case, the petitioner shall be released on bail in the FIR captioned above, subject to furnishing bonds to the satisfaction of the concerned Court and due to unavailability before any nearest Ilaqa Magistrate or duty Magistrate, with or without sureties, with a maximum bond amount not to exceed INR 10,000.

14. Before accepting the surety, the concerned Court must be satisfied that if the accused fails to appear, the surety is capable of producing the accused. However, instead of surety, the petitioner may provide a fixed deposit of INR 10,000/-, with a clause that the interest shall not be accumulated in FD, either drawn from a State-owned bank or any bank listed on the National Stock Exchange and/or Bombay Stock Exchange, in favour of the “Chief Judicial Magistrate” of the concerned Sessions Division; or a fixed deposit made in the name of the petitioner, with similar terms and with endorsement from the banker stating that the FD shall not be encumbered or redeemed without the permission of the concerned trial Court, or until the surety bond has been discharged.

²Supreme Court of India in *State of Kerala v. Raneeff*, SC 2J [E-SCR]; [2011] 1 SCR 590, Para 4, decided on 03.01.2011.

³ Supreme Court of India in *Siddharam Satlingappa Mhetre v. State of Maharashtra*, SC 2J [E-SCR], Paragraph 127, decided on 02.12.2010.

⁴ Supreme Court of India in *Babu Singh & ors v. State of UP*, [E-SCR] P. 777, decided on 31.01.1978.

⁵ Supreme Court of India in *Sanjay Chandra v. CBI*, [2011] 13 (ADDL.) S.C.R. 309, Para 26, [E-SCR], decided on 23.11.2011.

15. While furnishing a personal bond, the petitioner shall mention the following personal identification details:

1.	AADHAR number	
2.	Passport number (If available) and when the attesting officer/court considers it appropriate or considers the accused a flight risk.	
3.	Mobile number (If available)	
4.	E-Mail id (If available)	

16. This order is subject to the petitioner's complying with the following terms.

17. The petitioner shall abide by all statutory bond conditions and appear before the concerned Court(s) on all dates. The petitioner shall not tamper with the evidence, influence, browbeat, pressurize, induce, threaten, or promise, directly or indirectly, any witnesses, Police officials, or any other person acquainted with the facts and circumstances of the case, or dissuade them from disclosing such facts to the Police or the Court.

18. The significant consideration for granting bail is that the Court aims to give the petitioner another chance to course-correct, reform, and reintegrate into the community as an ideal citizen. To ensure that the petitioner also abides by the assurance made on the petitioner's behalf by not repeating the offence or indulging in any crime, it shall be desirable to impose the following additional condition.

19. This bail is conditional, with the foundational condition being that if the petitioner repeats the offense or commits any non-bailable offense which provides for a sentence of imprisonment for more than seven years, the State shall file an application to revoke this bail before the concerned Court having jurisdiction over this FIR, which shall have the authority to cancel this bail, and as per their discretion, they may cancel this bail.

20. Any observation made hereinabove is neither an expression of opinion on the case's merits nor shall the trial Court advert to these comments.

21. It is clarified that this bail order shall not be considered as a blanket bail order in any other matter and is only limited to granting bail in the FIR mentioned above.

22. In Amit Rana v. State of Haryana, CRM-18469-2025 [Decided on 05.08.2025], in CRA-D-123-2020], a Division Bench of Punjab and Haryana High Court in paragraph 13, holds that "To ensure that every person in judicial custody who has been granted bail or whose sentence has been suspended gets back their liberty without any delay, it is appropriate that whenever the bail order or the orders of suspension of sentence are not immediately sent by the Registry, computer systems, or Public Prosecutor, then in such a situation, to facilitate the immediate restoration of the liberty granted by any Court, the

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downloaded copies of all such orders, subject to verification, must be accepted by the Court before whom the bail bonds are furnished.”

23. **Petition allowed** in terms mentioned above. All pending applications, if any, stand disposed of.

(ANOOP CHITKARA)
JUDGE

27.10.2025
Jyoti Sharma

Whether speaking/reasoned: Yes
Whether reportable: No.