

2025:PHHC:103901

**222 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH****CRM-M-37564-2025****Date of Decision: 11.08.2025**

Varun Puri

...Petitioner

Versus

State of Haryana

...Respondent

CORAM: HON'BLE MR. JUSTICE RAJESH BHARDWAJ

Present: Mr. Vinod Ghai, Senior Advocate with
Mr. Arnav Ghai, Advocate and
Mr. R.S. Bagga, Advocate and
Ms. Kashish Sahni, Advocate for the petitioner.

Ms. Diya Sodhi, Sr. DAG, Haryana and
Mr. Tanuj Sharma, AAG, Haryana.

RAJESH BHARDWAJ, J. (ORAL)

1. Petitioner has approached this Court by way of present petition praying for granting regular bail in case FIR No.137 dated 22.04.2019 under Sections 120-B/406/420 of IPC, 1860 registered at Police Station Khedki Daula, District Gurugram (Annexure P-1).

2. Succinctly, facts of the case are that FIR in the present case was registered on the statement of complainant Sanjeev Kumar Dhankhar to the effect that he had entered into an agreement dated 03.03.2011 for a 3-BHK flat in Universal Aure with Flat No.G-201, for which he paid Rs.64,97,694/- to the builder as per the agreement, but the builder failed to deliver the flat on time. Thereafter, the Director of the Universal Buildwell made another agreement with him in which Varun Puri (petitioner) decided to return him Rs.85 lakhs of his flat in Aure and the agreement in this regard was done on 05.10.2016 and he promised to pay all this money by 25.05.2017 to the complainant for which they issued a

demand draft amounting to Rs.2,50,000/- on the same day as the first payment of agreement and rest of the amount was given through different cheques worth Rs.72,50,000/- as a guarantee during the period of agreement. The directors made the payment of Rs.11,00,000/- through NEFT/RTGS in his account, for which he returned them cheque worth to Rs.12,50,000/- as the company directors promised to make the remaining payment in time. The complainant requested them to pay all, but they did not. However, they promised him to pay at least Rs.7.5 lakhs every month but only Rs.13.5 lakhs was paid in total. Complainant presented the cheques given as guarantee in his bank account, where they all dishonoured and were returned by bank with a reason of “insufficient balance” in the accounts. Thus, the complainant felt that he has been cheated as neither the flat was delivered nor his money was returned. Request was made to take legal action against the culprits. On registration of the FIR, the investigation commenced and the challan was presented. On framing of charges, the trial commenced. The petitioner approached the Court of learned Additional Sessions Judge, Gurugram praying for grant of regular bail. However, after hearing both the sides, the learned Court finding no merit in the same, dismissed the bail application filed by the petitioner vide order dated 14.05.2025. Hence, the petitioner has approached this Court praying for grant of bail by way of filing the present petition.

3. Learned Senior counsel for the petitioner submits that the petitioner has been falsely implicated in the present case, which is purely of a civil nature. He submits that petitioner is a builder, who has entered into an agreement with the complainant on 03.03.2011 (Annexure P-4) for delivery of a flat. The complainant paid Rs.64 lacs for the same, however, as the agreement did not fortify in 2016, the second agreement was made wherein it was resolved that money paid by the complainant would be returned. Thus, amount of only Rs.13.50 lacs was returned, however, some of the cheques

issued by the petitioner were dishonoured and it is on account of same, proceedings under Section 138 of the Negotiable Instruments Act, 1881 were initiated. He submits that in the meantime, proceedings before the NCLT, Delhi also commenced. Resolution Professional was appointed and assets were taken over. He submits that though the petitioner is facing prosecution in 64 FIRs, however, he has emphasized that in a similarly situated case i.e. CRM-M-37287-2025 the petitioner has been granted bail by this Court vide order dated 08.08.2025. Copy of the order has been placed on record. He, thus, submits that in view of the facts and circumstances of the case, the petitioner deserves to be granted bail.

4. Per contra, learned State counsel has opposed the submissions made by counsel for the petitioner. It is submitted that the petitioner is a habitual offender, who is involved in other 67 cases. It is submitted that the petitioner was declared Proclaimed Offender in the year 2021. On instructions, he submits that the investigation is complete and challan has been presented, however, charges are yet to be framed. He has placed on record the custody certificate of the petitioner and status report dated 06.08.2025 by way of affidavit of Mr. Virender Singh, HPS, Assistant Commissioner of Police, Manesar, Gurugram. Same is taken on record.

5. Learned Senior counsel at this stage submits that petitioner has been granted bail in the case wherein he was declared P.O.

6. After hearing counsel for the parties and perusing the record, it is deciphered that the petitioner is behind bars since 07.03.2025. In a similarly situated case i.e. CRM-M-37287-2025 the petitioner has already been granted concession of regular bail by a co-ordinate Bench of this Court vide order dated 08.08.2025. From the perusal of the same, it is apparent that the matter in the present case also pertains to the similar issue. As per custody certificate, the

petitioner has suffered incarceration of 05 months & 02 days as on 08.08.2025.

7. The veracity of the allegations would be assessed only after the conclusion of the trial and on the appreciation of evidence to be led by both the parties before the trial Court. This Court would refrain itself from commenting anything on the merits of the case. The trial of the case will take sufficient long time. Thus, keeping in view the arguments raised by both the sides, this Court is of the opinion that learned Senior counsel for the petitioner succeeds in making out a case for grant of regular bail to the petitioner.

8. Accordingly, the present petition is allowed and the petitioner is ordered to be released on bail on his furnishing bail/surety bonds to the satisfaction of the concerned trial Court/Duty Magistrate. However, in addition to conditions that may be imposed by the concerned CJM/Duty Magistrate, the petitioner shall remain bound by the following conditions:-

- (i) The petitioner shall not misuse the liberty granted.
- (ii) The petitioner shall not tamper with any evidence, oral or documentary, during the trial.
- (iii) The petitioner shall not absent himself on any date before the trial.
- (iv) The petitioner shall not commit any offence while on bail.
- (v) The petitioner shall deposit his passport, if any, with the trial Court.
- (vi) The petitioner shall give his cell phone number to the Investigating Officer/SHO of concerned Police Station and shall not change his cell-phone number without prior permission of the trial Court/Illaqha Magistrate.
- (vii) The petitioner shall not in any manner try to delay the trial.
- (viii) The petitioner shall submit, on the first working day of every month, an affidavit, before the concerned trial Court, to the effect that he has not been involved in commission of any offence after being released on bail. In case the petitioner is found to be involved in any

offence after his being enlarged on bail in the present FIR, on the basis of his affidavit or otherwise, the State is mandated to move, forthwith, for cancellation of his bail which plea, but of course, shall be ratiocinated upon merits thereof.

9. It is made clear that if the petitioner does not furnish the bail bonds within 07 days from today, then his further custody period after one week will not be counted in this case.
10. Nothing said herein shall be treated as an expression of opinion on the merits of the case.

11.08.2025
Parveen kumar

(RAJESH BHARDWAJ)
JUDGE

Whether speaking/reasoned :Yes/No
Whether reportable :Yes/No