

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

2025:PHHC:102783



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CRM-M-37287-2025

Date of decision: 08.08.2025

Varun Puri

....Petitioner

V/s

State of Haryana

....Respondent

CORAM: HON'BLE MR. JUSTICE SUMEET GOEL

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

Mr. Gurmeet Singh, AAG, Haryana.

SUMEET GOEL, J. (ORAL)

1. Present petition has been filed under Section 483 of BNSS 2023 for grant of regular bail to the petitioner in case bearing FIR No.179 dated 21.04.2019, registered for the offences punishable under Sections 406, 420, 467, 468, 471, 34 of IPC at Police Station Sector-50, District Gurugram.
2. The case set up in the FIR in question (as set out by the petitioner in the present petition) is as follows:-

“To The Commissioner of Police, Gurugram Station House Officer Police Station Sector-50, Gurugram. C.M Window, Mini Secretariat, Gurugram. Subject: Complaint against Raman Puri, Vikram Puri and Varun Puri Directors of M/s Universal Buildwell Private Limited, 102, Antriksh Bhawan, Kasturba Gandhi Marg, New Delhi-110001, for cheating and playing fraud upon the complainant. Respected Sir, Respectfully submits as under: That complainant is a law abiding citizen and also a senior citizen of this country and is resident of DLF-II, Gurugram. That accused persons had represented through various newspapers that they are developing the project at Sector-66, Sohna Road, Gurgaon, Haryana and after going through the said advertisements and publications complainant book a Unit in the said project which named "Universal Business Park", Sector-66, Sohna-Gurugram Road, Gurugram. That complainant had purchased a unit in the name of his son Vikram Malhotra bearing no. 516 on 5th floor, Universal Business Park, Golf Course Extension Road, Sector-66, Gurugram for the total sale consideration of Rs.59,64,000/- (Rupees Fifty Nine lakhs Sixty Four Thousand Only) which he had paid to accused as per their demands, but accused's intention was bad since day one and accused trapped complainant the over the and had not hand possession of the said property to complainant. That by their misrepresentation and deception complainant was constrained to sell the said unit but here also accused again offered complainant that they will buy back the said property from complainant. That in pursuance to that accused offered a sum of Rs. 55 Lakhs to complainant to which complainant had to agree as the said unit was unfinished and there was no legal formalities were complete of said unit. That once the complete complainant agreed to that offer in this regard a buy back agreement cum MOU was also signed between accused and complainant on 05/05/2016. That accused again cheated complainant and had forced complainant to sell his said unit for Rs.47 Lakhs Only which was initially agreed to be sell on Rs. 55 Lakhs. That complainant also had to agree on this as he had no other option and finally Rs.47 Lakhs was decided as buy back price and the payment of the said Rs. 47 Lakhs has to be made by accused to complainant as per

scheduled mentioned in the said MOU dated: 05th day of May, 2016 so in furtherance to that accused paid 2 Lakhs initially and thereafter accused had issued 11 (eleven) postdated cheques of total some of Rs.45 lakhs in favor of complainant as per the schedule mentioned in the said MOU. That accused had bad intention in mind since day one so accused stopped complainant to present those cheques on one false pretext or another and being a simple and law abiding citizen complainant got trapped in their conspiracy. That thereafter when complainant follow up with accused then accused again issued some cheques in discharge of their liability but then again accused requested complainant to not to present those cheques and finally accused issued 3 cheques of Rs. 45 lakhs in total. That out of the said cheques, a cheque no. 743944 dated: 03/10/2017 of Rs.10,00,000/- (Ten dated: Lakhs Only) and a cheque no.506748, dated: 29/09/2017 of Rs. 20,00,000/- (Twenty Lakhs Only) both drawn on Yes Bank, DLF Branch, Gurugram were utter presented but to surprise and shock to complainant the said cheques were got dishonored due to the reasons account closed. That accused persons willfully and deliberately to cheat and defraud complainant had trapped him into an conspiracy and had forced him to deliver his hard earned money to them and the accused conspired in colluding with each other had caused wrongful loss to complainant and to wrongful gain to themselves as their intention, from the very beginning was malafide and dishonest. That the accused has till date not return paid any money to the complainant and did not paid any amount to the complainant. That the accused has intentionally and willfully cheated the complainant and has mis-utilized his funds. That accused has been made to part away with such huge amount under the full promise made by them. That complainant has been running from pillar to post and is running for his hard earned money which is being grabbed by the accused persons in collusion with each other and have committed the offence of cheating, forgery and fraud with the complainant and they are liable to be punished for the same. Kindly take the necessary legal action against the accused person for playing fraud, forgery and cheating with the complainant. Thanking you, Yours

faithfully, Vikram Malhotra through his SPA Jagdish Chander Malhotra, son of Sh. Panna Lal Malhotra, resident of 1611-B, Beverly Park-II, DLF City, Gurugram. M: 9810396779.”

3. Learned Senior counsel for the petitioner has argued that the petitioner is in custody since 07.03.2025. Learned Senior counsel has iterated that the business enterprise, at the end of the petitioner, went in doldrum on account of which there were financial difficulties. Learned Senior counsel for the petitioner has further argued that during the pendency of the proceedings investigation Resolution Professional stands appointed for the company in question. Learned Senior counsel for the petitioner has further iterated that offence of Section 406/420 IPC is not made out from the factual milieu of the case in hand.

4. Learned State counsel has opposed the present petition by arguing that the allegations raised against the petitioner are serious in nature and, thus, he does not deserve the concession of the regular bail. Learned State counsel seeks to place on record custody certificate dated 06.08.2025 in Court, which is taken on record.

5. I have heard counsel for the rival parties and have gone through the available records of the case.

6. The petitioner was arrested on 07.03.2025 wherein after investigation was carried out and challan was presented on 02.05.2025. Total 16 prosecution witness have been cited, out of which none has been examined till date. It is not in dispute that the trial in question is magisterial one. The rival contentions raised at Bar give rise to debatable issues shall be ratiocinated upon during the course of trial. This Court does

not deem it appropriate to delve deep into these rival contentions, at this stage, lest it may prejudice the trial. Nothing tangible has been brought forward to indicate the likelihood of the petitioner absconding from the process of justice or interfering with the prosecution evidence.

6.1. As per custody certificate dated 06.08.2025 filed by the learned State counsel, the petitioner is in custody in the case in hand since 07.03.2025. Further, as per the said custody certificate the petitioner is stated to be involved in multiple FIRs. However, this factum cannot be a ground sufficient by itself, to decline the concession of regular bail to the petitioner in the FIR in question when a case is made out for grant of regular bail *qua* the FIR in question by ratiocinating upon the facts/circumstances of the said FIR. Reliance in this regard can be placed upon the judgment of the Hon'ble Supreme Court in *Maulana Mohd. Amir Rashadi v. State of U.P. and another, 2012 (1) RCR (Criminal) 586*; a Division Bench judgment of the Hon'ble Calcutta High Court in case of *Sridhar Das v. State, 1998 (2) RCR (Criminal) 477* & judgments of this Court in *CRM-M No.38822-2022* titled as *Akhilesh Singh v. State of Haryana*, decided on 29.11.2021, and *Balraj v. State of Haryana, 1998 (3) RCR (Criminal) 191*.

Suffice to say, the further detention of the petitioner in custody is not required in the facts and circumstances of the case.

7. In view of the above, the petition is allowed. Petitioner is ordered to be released on regular bail on his furnishing bail/surety bonds to the satisfaction of the learned concerned CJM/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 mis-use 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/Illaq 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 she 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 her being enlarged on bail in the present FIR, on the basis of her affidavit or otherwise, the State is mandated to move, forthwith, for cancellation of her bail which plea, but of course, shall be ratiocinated upon merits thereof.

8. In case of breach of any of the aforesaid conditions and those which may be imposed by concerned CJM/Duty Magistrate as directed hereinabove or upon showing any other sufficient cause, the

State/complainant shall be at liberty to move cancellation of bail of the petitioner.

9. Ordered accordingly.
10. Nothing said hereinabove shall be construed as an expression of opinion on the merits of the case.
11. Since the main case has been decided, pending miscellaneous application, if any, shall also stands disposed off.

(SUMEET GOEL)
JUDGE

August 08, 2025
Naveen

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