



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

1.

Varun Puri

State of Haryana

CRM-M-52795-2025(O&M)

.....Petitioners

Versus

.....Respondents
2.

Varun Puri

State of Haryana

CRM-M-64506-2025(O&M)

.....Petitioners

Versus

.....Respondents
- 3

Varun Puri

State of Haryana

CRM-M-64547-2025(O&M)

.....Petitioners

Versus

.....Respondents
4.

Varun Puri

State of Haryana

CRM-M-64596-2025(O&M)

.....Petitioners

Versus

.....Respondents
5.

Varun Puri

State of Haryana

CRM-M-64609-2025(O&M)

.....Petitioners

Versus

.....Respondents
6.

Varun Puri

State of Haryana

CRM-M-64745-2025(O&M)

.....Petitioners

Versus

.....Respondents
7.

Varun Puri

State of Haryana

CRM-M-64807-2025(O&M)

.....Petitioners

Versus

.....Respondents

1.	Date when Order was reserved	23.12.2025
2.	Pronouncement of Order	26.12.2025
3.	Date of uploading Order	26.12.2025
4.	Whether operative part or full Order is pronounced	Full
5.	Delay, if any, in pronouncing of full order, and reasons thereof	Not Applicable



CORAM: HON'BLE MR. JUSTICE SANJAY VASHISTH

Present: Mr. Vinod Ghai, Sr. Advocate with
Mr. Arnav Ghai, Advocate
Ms. Kashish Sahni, Advocate
Mr. R.S. Bagga, Advocate and
Mr. Tarun Hooda, Advocate for the petitioner(s).

Mr. P.K. Jhanda, Sr. DAG, Punjab.

SANJAY VASHISTH, J.

1. By way of this common order, the aforementioned petitions are being disposed of.
2. Petitioner-Varun Puri, aged 39 years, has filed the aforementioned seven petitions under Section 483 of the BNSS, seeking regular bail in six different criminal cases, the details of which are as under:

Sr. No.	FIR	Dated	Under Section	Police Station	District	Complainant
1.	400	30.11.2018	406, 420, 120-B IPC	Khedki Daula	Gurugram	Amit Kaul
2.	418	09.12.2018	406, 420, 120-B IPC	Khedki Daula	Gurugram	Shailendra Pal
3.	408	04.12.2018	406, 420, 120-B IPC	Khedki Daula	Gurugram	Dhiraj Kumar
4.	401	30.11.2018	406, 420, 120-B IPC	Khedki Daula	Gurugram	Nisha Choudhary
5.	413	07.12.2018	406, 420, 120-B IPC	Khedki Daula	Gurugram	Ashok Kumar
6.	409	04.12.2018	406, 420, 120-B IPC	Khedki Daula	Gurugram	Neelam Sakhuja
7.	428	18.12.2018	406, 420,	Khedki	Gurugram	Seema



			120-B IPC	Daula		Kaushik
--	--	--	--------------	-------	--	---------

3. Mr. Vinod Ghai, learned Senior Advocate, submits that although the FIRs have been registered separately, allegations levelled against petitioner and grievances expressed by the respective complainants/victims, in all the aforementioned cases, by filing separate applications under Section 156(3) Cr.P.C., are almost identical. Therefore, for the sake of convenience, controversy which is almost common in all the cases, allegations mentioned in FIR No. 400 dated 30.11.2018 under Sections 420, 406, and 120-B of the IPC, registered at Police Station Khedki Daula, District Gurugram, are highlighted and same are reproduced hereunder:

***“IN THE MATTER OF AMIT KAUL COMPLAINANT
VERSUE UNIVERSAL BULIDWELL PVT. LTD. ORS
ACCUSED PERSONS PS KHERKI DAULA GURGAON U/S
420, 406, 120-B IPC APPLICATION UNDER SECTION
156(3) R/W 190 OF THE CR.P.C 1973 ON BEHALF OF
THE COMPLAINANT MOST RESPECTFULLY SHOWETH
1- THAT THE CAPTIONED COMPLAINT IS BEING FILED
ON BEHALF OF THE APPLICANT COMPLAINANTS
PETAINING TO COGNIZABLE NON BAILABLE AND
CONTINUING OFFENCES UNDER SECTION 420,406120 B
IPC ETC BEING COMMITTED BY THE ACCUSED NO:
1 TO 4 WHICH REQUIRES IMMEDIATE INVESTIGATION
2- THAT THE APPLICANTS/ COMPLAINANT ARE A
PEACE LOVING CITIZEN CURRENTLY RESIDING IN
FLAT NO 234, PLOT NO 25 SEC 10 DWARAKA 3-THAT
THE COMPLAINANT HAS NAMED 4 PERSON AS THE
ACCUSED IN THE CAPTIONED COMPLAINT, NAMELY
ACCUSED NO 1M/S UNIVERSAL BUILDWELL PVT LTD***



AND SH RAMAN PURI MANAGING DIRECTOR OF ACCUSED COMPANY, VARUN PURI VIKRAMPURI DIRECTOR AND AUTHORISED SIGNATORY OF THE 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 HEREIN ENTERED INTO AN AGREEMENT TO SELL DATED 17.10.2013 WITH SUNIL KUMAR PACHAR FOR BUYING UNIT NO 1801, TOWER A AT SEC 82, UNIVERSAL AURA, GURGAON, HARYANA (HEREINAFTER REFERRED AS SAID PROPERTY) THE COPY OF THE AGREEMENT TO SELL DATED 17.10.2013 IS ANNEXED HEREWITH ANNEXURE C1. THAT THE ACCUSED COMPANY ISSUED A LETTER DATED 17.10.2013 ACKNOWLEDGING THE SAME B- THAT THE ACCUSED PERSONS IN CONNIVANCE WITH EACH OTHER BEGAN COLLECTING THE BOOKING AMOUNT AND STARTED RAISING SUBSEQUENT DEMANDS EVEN BEFORE OBTAINING THE BUILDING 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 OSSESSION OF THE SAID PROPERTY TO THE COMPLAINANTS BUT TO USURP MONEY OF THE COMPLAINANTS. THAT EVEN THOUGH THE PRESENT



COMPLAINANT HAD PURCHASED THE SAID FLAT THROUGH RESALE BUT EVEN BEFORE BUYING THE PROPERTY THROUGH THE RESALE FROM THE PREVIOUS ALLOTTEES THE COMPLAINANT WAS ALLURED FROM THE ADVERTISEMENT OF THE ACCUSED PERSONS AND THEIR COMPANY THE PICTURES AND THE PROJECTION ABOUT THE SAID FLAT WAS DRAWN FROM THOSE ADVERTISEMENT OF THE ACCUSED 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 MENSREA OF CHEATING AND INNOCENT PURCHASER AND GRABBING THEIR MONEY IN LIEU OF CONSTRUCTION OF THE FLAT WHICH THE ACCUSED PERSONS/BUILDER NEVER INTENDED TO HANDOVER IT IS SUBMITTED THAT THE ACCUSED 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 GREEMENT 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. D-THAT IN PURSUANCE TO THE UNDERSTANDING BETWEEN THE COMPLAINANT AND BETWEEN ACCUSE PERSONS, THE ACCUSED NO. 1 COMPANY FURTHER ISSUED THE PROVISIONAL ALLOTMENT LETTER DATED 17.10.2013. THAT THE ACCUSED NO 1 COMPANY ALSO ISSUED THE AUTHORISATION TO ICICI TO GRANT LOAN TO THE COMPLAINANT FOR THE SAID PROPERTY VIDE LETTER DATED 21.10.2013. THAT BASE ON THE REPRESENTATION AND SOLICITATION OF THE ACCUSE NO 1 COMPANY THE COMPLAINANT ENTERED INTO A TRIPARTITE AGREEMENT DATED 04.10.2013 WITH THE ACCUSED COMPANY AND ICICI BANK FOR TAKIN A LOAN OF RS 65,87,697 FROM THE ICICI BANK IN ORDER TO PAY FOR THE SAID PROPERTY BEING BUILD AND DEVELOPED BY THE ACCUSED COMPANY. COPY OF THE PROVISIONAL ALLOTMENT LETTER DATED 17.10.2013 ISSUED BY THE ACCUSED COMPANY ALONG WITH AUTHORIZATION LETTER DATED 21.10.2013 AS ISSUED BY THE ACCUSED NO 1 COMPANY TO ICICI ALONG WITH THE TRIPARTITE AGREEMENT DATED 04.10.2013 ARE ALSO ANNEXED HEREWITH AS E-THAT THE ACCUSED COMPANY AND OTHER OFFICIALS INCLUDING ACCUSED NO. 2 TO 4 MISREPRESENTED AND CONCEALED NUMEROUS FACTS FROM THE COMPLAINANT AND OTHER BUYER WHICH ARE AS FOLLOWS i-THE ACCUSED NO 1 COMPANY BEGAN TO COLLECTING BOOKING AMOUNT AND SUBSEQUENTLY STARTED DEMNDING PAYMENTS FROM UNSUSPECTING BUYERS EVEN BEFORE OBTAINING BUILDING PLAN AAPPROVAL FROM DCP, HARYANA, IN GROSS VOILATION OF CLAUSE 7 OF LICENSE NO 51 OF 2011 (VIDE WHICH LICENSE WAS GRANTED FOR THE SAID



CONSTRUCTION). AS PART OF THE LARGER CONSPIRACY TO ACCUMULATE AND MISSAPPROPRIATE FUNDS FROM UNSUSPECTING BUYERS INCLUDING THE COMPLAINANT THE ACCUSED NO.1 COMPANY ON THE BEST OF THE ACCUSED NO 2 TO 4 MISREPRESENTED AND ADVERTISED THE SAID PROJECT THROUGH A FULL PAGE AD IN THE LAEDING NEWSPAPER AND LASO THROUGH PROPERTY DEALERS WHICH WAS ALSO IN CONTRAVENTION AS PER THE TERMS CONDITIONS (NO 7) OF LICENSE NO 5. II. THE ACCUSED NO. 1 COMPANY WAS REQUIRED TO PAY R\$ 24,49,56,908/-AS STATUTORY EXTERNAL DEVELOPMENT CHARGES AND INFRASTRUCTURE DEVELOPMENT 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 NO.1 COMPANY HAS CHARGED EXCESS OF AROUND RS 100 PER SQ FEET FROM EACH BUYER INCLUDING THE COMPLAINANT. i-THEACCUSED 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 NEARLY 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. iv- THE ACCUSED NO.1 COMPANY COLLECTED 80% COST OF THE FLAT (APPROX) FROM THE BUYERS INCLUDING FROM THE COMPLAINANT TILL JAN' 2014 EVEN AFTER COLLECTING THE MAJORITY OF THE AMOUNT FROM THE BUYERS THE CONSTRUCTION OF THE PROJECT STOPPED FOR THE PAST 2.6 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 NOTE AS PART OF LARGER CONSPICACY TO MISAPPROPRIATE FUNDS THE ACCUSED NO.1 COMPANY AT THE BEHEST OF THE ACCUSED NO. 2 TO 4 RAISED DEMANDS FOR PAYMENTS EVEN BEFORE COMPLETING MILESTONE AS PER CONSTRUCTION LINKED PLAN. v- 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 AND OTHER FACILITIES. THE 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 BRILL. VI- THAT THE ACCUSED NO 1 COMPANY ALSO MISREPRESENTED AND CONCEALED NUMEROUS FACTS ABOUT THE PROJECTS 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 ALONG WITH ACCUSE NUMBER 2 TO 4 ARE CURRENTLY FACING GRAVE CHARGES UNDER SECTION 120B, 420, 406 AND 409 OF THE INDIAN PENAL 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 THE COMPLAINANT 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. THE COMPLAINANT ALSO BELIEVES 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 INITIATED AGAINST THE ACCUSED BUILDER COMPANY AND ITS REPRESENTATIVES. 6- THAT IT IS SUBMITTED THAT THESE ACCUSED NO 1 TO 4 HAVE A HISTORY OF ILLEGALLY COLLECTING MONEY FROM INNOCENT 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 SHELL COMPANIES. INCLUDING THE ACCUSED NO 1 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 CIVILLIAN AGENCY SUCH AS THE 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, FRAUD AND 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 AND ABETTED IN FRAUD 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 POSSESSIION 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 HIS OBLIGATIONS UNDER THE AGREEMENT AND FATHER BY DECEIVING AND CHEATING THE COMPLAINANT HAVE CAUSED UNLAWFUL GAINS TO THEMSELVES AND WRONGFUL LOSS TO THE COMPLAINANT THE BUILDER COMPANY WITH THE CONNIVANCE OF ITS OFFICIAL HAS FRAUDULENTLY AND ILLEGALLY SIPHONED MONEY FROM THE COMPLAINANT. THE ACCUSED BUILDER COMPANY AND ITS OFFICIAL HAVE CHEATED THE COMPLAINANT AND 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. 14-THAT CONSEQUENTLY THE BUILDER COMPANY AND ITS OFFICIAL ARE LIABLE TO BE PUNISHED UNDER SECTION 403,406 AND 420 OF THE INDIAN PENAL CODE FOR THEIR DISHONEST AND MALAFIDE MISREPRESENTATIONS MADE TO THE COMPLAINANT FROM THE VERY INCEPTION AND THEREAFTER DELIBERATELY DATE DISCHARGING THEIR OBLIGATIONS AS PROMISED UNDER 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 OF THE AFORESAID PROPERTY DESPITE THE CONTRACTED DELIVERY DATE HAVING ELAPSED AND THE REFUSAL ON THE PART OF ACCUSED NO 1 TO 4 TO PAY MONTHLY DELAY COMPENSATION CHARGE DESPITE SEVERAL REMINDERS IS 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 COMPLAINANT HAD MADE A COMPLAINT TO THE SHO PS KHERKI DAULA GURGAON HARYANA VIDE COMPLAINT DATED 02.08.2017 BUT NO ACTION AGAINST THE ACCUSED PERSONS HAS BEEN INITIATED BY THE POLICE OFFICIALS TILL DATE THE COPY OF THE COMPLAINT MADE TO THE PS KHEDKI DAULA DATED 02.08.2017 IS ANNEXED HEREWITH AS ANNEXURE C.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 BY THE APPLICANT.PRAYER 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 THIS APPLICATION AND DIRECT EOW CELL GURGAON POLICE LODGE 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 AN EXPEDITIOUS INVESTIGATION INTO THE ALLEGATIONS. b- PASS ANY SUCH FURTHER ORDER/ DIRECTION(S) THAT THIS HON'BLE COURT MAY DEEM FIT AND PROPER IN THE INTEREST OF JUSTICE.”

3. From the FIR, it emerges that accused—Raman Puri, Varun Puri, and Vikram Puri, are the Managing Director and Directors, respectively, of M/s Universal Build Well Pvt. Ltd. (UBPL), and are also the promoters of the said company. Accused persons, in connivance with each other, entered into agreements to sell flats/dwelling units with various persons and began collecting booking amounts, followed by raising further demands, even prior to obtaining of building plan approval from the Town and Country Planning Department, Haryana.

The project was advertised in violation of the condition in Licence No. 51 of 2011 by way of newspaper publications and through



property dealers. It is alleged that there was never any intention on the part of the accused persons to hand over possession of the properties agreed to be sold and that their sole intention was to usurp the money of the investors. Lured by the advertisements issued by the accused persons in respect of the project of their company, the investors, including the complainants/victims in the present case(s), invested their money.

4. Learned Senior Counsel further argued that petitioner is in custody for a period of last about 8/9-10 months and that due to the failure of the scheme to develop the business enterprise, the project went into doldrums, resulting in financial losses to the accused company.

It was further contended that during the pendency of the proceedings, a Resolution Professional has already been appointed for the company in question and, therefore, it cannot be claimed that the offences under Sections 406 and 420 of the IPC are prima facie made out.

5. It has also been pointed out that in respect of the same project, petitioner has been facing several other FIRs containing similar allegations, and in many of those cases, petitioner—Varun Puri—has already been granted bail. In this regard, learned Senior counsel places reliance upon the orders passed by the co-ordinate Bench(s) of this Court, the details of which are tabulated hereinbelow:

Case Number	Date of order	FIR	Under Section	Police Station
CRM-M-37287-2025	08.08.2025(P-4)	179	406,420,467,468,471,34 IPC	Sector -50 Gurugram
CRM-M-37564-2025	11.08.2025(P-5)	137	120-B,406,420 IPC	Khedki Daula, Gurugra



				m
CRM-M-37558-2025	11.08.2025(P-6)	397	406,420,120-B IPC	Khedki Daula, Gurugram
CRM-M-37412-2025	13.08.2025(P-7)	398	406,420,120-B IPC	Khedki Daula, Gurugram
CRM-M-37372-2025	27.10.2025(P-3 in CRM-M-64745-2025)	391	406, 420, 120-B IPC	Khedki Daula, Gurugram
CRM-M-37508-2025	27.10.2025(P-4 in CRM-M-64745-2025)	396	406, 420, 120-B IPC	Khedki Daula, Gurugram

6. Learned Senior Counsel further argued that petitioner has been falsely implicated in the present cases, which are, in fact, purely civil in nature. He submitted that although, petitioner is a builder but he is not a signatory to the confirmation of ownership. He had signed the Builder–Buyer Agreement with the first buyer only in his capacity as an authorized signatory of UBPL and was a Director of UBPL at the relevant time.

Further submitted that once proceedings before the NCLT, Delhi have commenced and a Resolution Professional stood appointed, the assets were no longer under the control of either the petitioner or the company, as the same had been taken over by the Resolution Professional. He also pointed out that although, there are total of about 64 FIRs against the petitioner and the allegations therein are identical and of a similar nature. Petitioner, owing to procedural requirements, is compelled to seek bail separately in each case, despite the repeated



allegations by different complainants/victims. Thus, also in the light of all the aforementioned bail orders, learned Senior Counsel prays for grant of regular bail to the petitioner.

7. Per contra, Mr. P.K. Jhanda, learned Senior Deputy Advocate General, Haryana, opposed the submissions made on behalf of the petitioner and contended that petitioner is an habitual offender and is, in fact, involved in as many as 67 cases. Further submitted that, petitioner had earlier been declared a Proclaimed Offender in the year 2021; however, thereafter, he was arrested and investigation has since been completed, with challans having been presented before the concerned Court.

8. Upon a query by the Court as to whether petitioner's plea in all the aforementioned seven cases stands covered by the bail orders already passed (Annexures P-4 to P-7, P-3 and P-4 in CRM-M-64745-2025) by Coordinate Benches of this Court, Mr. Pawan Kumar Jhanda, learned Senior DAG, Haryana, after examining the bail petitions and the referred orders, fairly conceded that factually all the cases, including the allegations levelled against the petitioner, are similar in nature.

9. I have heard learned Senior Counsel for the petitioner, learned State counsel and have also perused the record with the assistance of the respective counsel.

10. It is an almost undisputed position that for the period of last about 8–10 months petitioner is behind bars, and in similar criminal cases registered against him (as referred to in paragraph No. 5 in tabulated



form), petitioner has already been granted the concession of regular bail by different Coordinate Benches of this Court. Upon perusal, it is apparent that dispute in the present case is also of similar nature.

11. The veracity of the allegations can be assessed only after the conclusion of the trial and upon appreciation of evidence, which is yet to be led by the respective parties before the Trial Court. At this stage, no definite opinion is required to be expressed regarding the authenticity of the allegations. Ordinarily, in cases where the conclusion of trial is likely to take considerable time, an accused is not required to be detained for an indefinite period, as such detention would infringe upon the right to personal liberty and a fair trial, more for the reason that any longer incarceration inside jail is not serving any meaningful purpose to either of the side.

Thus, keeping in view the submissions addressed and the factors noticed hereinabove, this Court is of the considered opinion that petitioner is entitled to the grant of regular bail. Accordingly, all the aforementioned **seven petitions are allowed**. Petitioner is ordered to be released on bail in all the aforementioned seven cases, subject to his furnishing bail/surety bonds to the satisfaction of the learned trial Court/ Chief Judicial Magistrate/ Illaqa Magistrate/ Duty Magistrate concerned, if not required in any other case.

However, in addition to conditions that may be imposed by the concerned Trial Court, petitioner shall remain bound by the following conditions:-

**CRM-M-52795-2025(O&M) and other connected cases****18**

- (i) Petitioner shall not misuse the liberty granted.
- (ii) Petitioner shall not tamper with any evidence, oral or documentary, during the trial.
- (iii) Petitioner shall not absent himself on any date before the trial.
- (iv) Petitioner shall not commit any offence while on bail in the present case(s).
- (v) Petitioner shall deposit his passport, if any, with the trial Court.
- (vi) Petitioner shall provide his cell phone number to the Investigating Officer/SHO of concerned Police Station and shall not change his cellphone number without prior permission of the trial Court/Illaq Magistrate.
- (vii) Petitioner shall not, in any manner, attempt to delay the trial.
- (viii) Henceforth, in the event of any future default or fresh violation of law, whereby the petitioner becomes involved in another criminal case, it shall be incumbent upon the petitioner to immediately inform the concerned Trial Court in the present case(s) by filing an affidavit detailing the same. Additionally, petitioner shall, in any event, submit an affidavit/undertaking to the concerned Trial Court every three months, declaring whether or not the petitioner is involved in any other criminal case arising out of a new cause.

In case petitioner is found to be involved in any other case after he being enlarged on bail in the present FIR(s), on the basis of his affidavit or otherwise, State is mandated to move, forthwith, for

**CRM-M-52795-2025(O&M) and other connected cases****19**

cancellation of his bail and same shall be ratiocinated upon merits thereof.

12. Any of the discussion done and recorded hereabove, shall not be construed as an expression of opinion on the facts of the case. Therefore, trial Court is expected to decide the case by taking an independent view, on the basis of evidence available on record, as expeditiously as possible in accordance with law.

13. Pending application(s), if any shall stand disposed of accordingly.

14. A photocopy of this order be placed on the files of other connected cases.

(SANJAY VASHISTH)
JUDGE

26 December, 2025
Rashmi

Whether Speaking/Reasoned: **YES/NO**
Whether Reportable: **YES/NO**