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

102 **COCP-2663-2022 (O&M)**
Date of Decision: 07.04.2026

RAMESH SANKA

......Petitioner

Vs.

KRISHAN KUMAR

.....Respondent

CORAM: HON'BLE MRS. JUSTICE SUDEEPTI SHARMA

Present: Mr. Hemant Bassi, Sr. Advocate assisted by
Ms. Saloni Chhabra, Advocate
for the petitioner.

Mr. Anil Mehta, Advocate and
Mr. Mayank Sharma, Advocate and
Mr. Joydeep Garg, Advocate
for the respondent.

SUDEEPTI SHARMA J. (Oral)

1. The present contempt petition has been filed for deliberate and intentional disobedience of order dated 26.08.2022 passed by this Court in CRM-M-37996-2022, whereby it was observed by the Court that directions of Apex Court rendered in **Arnesh Kumar Vs. State of Bihar, (2014) 8 SCC 273** would be followed by Investigating Officer.

2. Learned counsel for respondent contends that in compliance of order dated 26.08.2022, affidavit of SI Krishan Kumar No.416/NNL, Investigating Officer, P.S. Sector 65, Gurugram, dated 05.01.2023 has been filed. The same is taken on the record. Relevant portion of the same reproduced as under:-

"3. That the facts of the case are that a complaint was submitted by Sanjeev Bindal, authorised representative of IREO Residences Company Pvt. Ltd, wherein he alleged that complainant company is in business of developing Group Housing Townships, Commercial and other projects in and around Gurugram. In the year 2004, IREO Fund was incepted in Mauritius as a multinational private fund with the primary objective of developing high quality residential, commercial and hospitality projects in India. In furtherance of the same, various companies were established by IREO Fund in India. All these companies were established, as separate and distinct entities for the purposes of launching and developing various projects in India. The complainant company was established on 16.06.2010. Subsequent to establishment of the complainant company by IREO Fund, on 03.07.2014, Ramesh Sanka (accused) was appointed as Chief Operating Officer-Greater Gurugram. He was also responsible for the managing operations and affairs of all the projects being undertaken by the companies, established by IREO Fund in Gurugram and Sohna area. Ramesh Sanka had access to all the confidential information of the complainant company such as layout plants, municipal approvals, financial statements, customer record etc of various projects launched by the various companies of IREO Fund in Gurugram and Sohna. Ramesh Sanka worked with various IREO companies and managed the projects being developed in Gurugram and Sohna up till the date of his resignation on 28.12.2016. At the time of his resignation, Ramesh Sanka executed an Employee separation, Confidentiality, Inventions, Non-Competition and Non-Disparagement agreement dated

28.12.2016 with IPL and complainant company and IPL undertook to pay him an amount of Rs.10,37,39,409/- as severance fee. The accused undertook to take necessary precautions to safeguard the confidential information of the complainant company. After 30.09.2017, Ramesh Sanka arm-twisted the complainant company to pay back the amounts paid by the accused person for booking the two apartments in the Grand Hyatt Residences Project of the to the complainant company causing harm completion/development of the project and initiated false and frivolous proceedings against the various companies incorporated by IREO fund in India, so as to extort monies from them illegally and to cause wrongful losses to them by misrepresenting the records of the companies. In addition to the above, Ramesh Sanka made illegal use of the confidential information of the complainant company i.e. Customer data, which he had access to during the course of his employment with IPL, IGR and the complainant company. Accused using data of the complainant company started contacting the company's clients and convinced them that they should hire his services to file complaints against the complainant company and others. He misrepresented the clients that monies paid by them for booking plots in the project launched by the complainant company have been siphoned off by the complainant company and only he can recover the money for them. Complainant company has come in possession of certain emails which show that before his severance from the IREO companies, Ramesh Sanka forwarded various emails containing confidential information and documents from his official email ID to his personal email ID. In furtherance of the aforesaid *systematic criminal design adopted by the accused Ramesh Sanka, he colluded with the other accused Sumit Kumar, Vivek Sehgal, Col. Sanjeev Dhawan, Gurinder Singh and other unknown persons, in order to make wrongful gains at the cost and expense of the complainant company, incorporated the accused Limited Liability Partnership namely GharSamadhan LLP on 15.01.2020. Only purpose of the accused was to extort monies from the customers of the complainant company by misleading them, about the actual status of the funds provided by them to the complainant company for booking plots. Accused persons by means of manipulating the records of the complainant company, portrayed to the customers of the complainant company that for recovery of the monies paid by them to the complainant company, litigations will be instituted on their behalf by GharSamadhan LLP. The home-buyer was directed to make a payment of Rs.2.36,000/- to the accused LLP for instituting the legal proceedings on his behalf against the complainant company before various forums and used the innocent home buyers/clients against the complainant company. In this way, accused managed to file a number of complaints/ litigations by the home buyers against the complainant company and demanded Rs.10 crores from the complainant company to manage the withdrawal of the said complainants/ litigations filed by home buyers/clients. The complainant company has various audio recording in its possession wherein the accused persons are openly asking for huge money for taking back the false and frivolous complains/FIRs filed by making extortion threats to the IREO companies and their directors/employees thereby taking undue advantage of* *innocent home buyers of IREO companies. Accused LLP also entered into agreements with various home-buyers of the complainant company and initiated multiple proceedings, claims, complaints etc. against the complainant company in order to make wrongful gain and caused wrongful loss to the complainant company by misusing the confidential information of the complainant company. On these facts, a request for taking necessary action against the accused was made. Thereupon, the FIR No. 199 dated 21.07.2022 u/s 389, 120-B IPC (Later on added Section 418, 420 IPC) was registered at P.S. Sector-65, Gurugram.*

4. The during the course of investigation of the present FIR, the relevant record was obtained from the complainant on 26.05.2022. The statement of Deshraj Yadav, DGM Security, M/s Ireo Pvt. Ltd. was recorded u/s 161 Cr.PC. On 02.08.2022, the bank account details of GharSamadhan LLP were obtained from ICICI Bank, MG Road, Gurugram after giving notice u/s 91 Cr.PC. As per the record obtained, the authorized signatories in the said account are Sumit Kumar, Ramesh Sanka and Vivek Sehgal.

5. That the record i.e. the complaints and civil cases filed against the accused company, relevant parts of the audio recording of the meeting dated 05.08.2021, were obtained from the complainant company. The persons/home buyers namely Saten Kapoor, Gautam Jain and Col. Sunil, who were in contract with GharSamadhan LLP. were joined in the investigation and their statements were recorded. The contract entered with GharSamadhan LLP, record regarding the payments and the details regarding the WhatsApp group of home buyers were obtained. The said persons stated *that they were induced by the accused company to sign the contract. The company was bound to work in their interest, however, by using the authorizations given by them (home buyers), the accused company tried to blackmail the complainant company by filing cases against the complainant company. Section 418, 420 IPC were added in the present case.*

6. That on 30.09.2022, the notice u/s 91 Cr.PC was issued to the petitioner Ramesh Sankaand co-accused Sumit Kumar and Vivek 05/01/43 Sehgal to produce the relevant record on or before 03.10.2022. However, no reply was received from their behalf. The notice was again issued on 05.10.2022 to produce the record till 10.10.2022. However, they did not produce any record.

7. That one Anjali Grover (former Sale Head of Ireo company) was joined in the investigation and the WhatsApp chats and copies of e-mails were obtained. She stated that she did not forward any data to accused Ramesh Sanka.

8. That the accused Vivek Sehgal was arrested on 22.11.2022. His police remand was obtained for seven days. During interrogation, he told that the entire record pertaining to GharSamadhan LLP is with Sumit Kumar and that 18 out of the total 19 contracts were made by Sumit Kumar.

9. That it is pertinent to mention here that while the accused Vivek Sehgal was in police custody, the petitioner Ramesh Sanka sent WhatsApp messages and regularly called upon the witness Saten Kapoor on 24/25.11.2022. The investigating officer obtained the WhatsApp Chat screenshots from witness Saten Kapoor and he further told Investigating Officer that Sumit Kumar was calling him and another witness namely

Gautam Jain to influence them. Thus, the petitioner Ramesh Sankaand co-accused Sumit Kumar are trying to influence the witnesses and trying to obtain the details about what all statements they have made to the also influencing other relevant witnesses which are yet to join investigation and from few of them they have even managed to obtain some e-mails in their favour. Such acts by the petitioner Ramesh Sankaand co-accused are hampering the said investigation. In view of the said facts, the police visited the house of the petitioner on 28.11.2022 to join him in the investigation, however, he was not found there.

10. That on 29.11.2022, the non-bailable warrants against the petitioner Ramesh Sanka and co-accused Sumit Kumar have been got issued for 25.01.2023. The mobile phones of the petitioner Ramesh Sanka and co-accused Sumit Kumar are switched off. The permission for taking the voice sample of accused Vivek Sehgal has been obtained from the Ld. Court and the communication is being made with the FSL to fix the date for taking the voice samples.

11. That the role of the petitioner Ramesh Sankain the present case is that he entered into a conspiracy with other above named co-accused and obtained the information/data about the buyers of the project "The Grand Hyatt" from the Ireo company i.e. the complainant. The petitioner and other above named accused got registered a company in the name and style of GharSamadhan LLP, contacted the home buyers, obtained the amount of Rs. 2 Lakhs from them and also obtained authorization to file 2-2 cases. The company i.e.GharSamadhan LLP filed complaints and civil cases against the complainant company and the accused Vivek

Sehgal demanded Rs.10 Crores from the complainant company to withdraw the said cases. The mobile number of the petitioner is registered in the bank account of accused company i.e.GharSamadhan LLP and the petitioner is authorized signatory of the said company. Further, the residential address of the petitioner is the registered address of the said company. The petitioner is the shareholder of 60% in the said company. The petitioner was present at the meeting conducted with Saten Kapoor and Col. Sunil Kumar and he got executed the agreements. He had also sent the mails and whats app messages to Anjali for agreement.

12. That though the petitioner had allegedly resigned from GharSamadhan LLP on 13.03.2020, however, he has provided the loan of Rs. 590000/-on 03.04.2020, Rs.52000/- on 15.04.2021, Rs.495000/- on 16.09.2021 and Rs.118000/- on 26.04.2022. Furthermore, he has deposited Rs.60,000/- with GharSamadhan LLP in lieu of his share of 60% in the said LLP. These facts show that the alleged resignation of the petitioner is just a hoax. If the petitioner had resigned on 13.03.2020, then there was no occasion with the petitioner to deposit Rs.60,000/- in the company for his share.

13. That as mentioned above, the deponent/answering respondent has the highest esteem for the Courts of the Judicature, including the provisions laid down by the Hon'ble Supreme Court of India in "Arnesh Kumar Vs. State of Bihar". However, the said judgment is not applicable to the case of the present petitioner on the following grounds:-

i. That present FIR has been registered, inter alia, for the offence u/s 389 IPC, which is punishable for imprisonment which may extend to ten years.

Themaximum punishment of Section 389 IPC is ten years, whereas the judgment of "Arnesh Kumar Vs. State of Bihar provides relief in the cases where the maximum punishment is seven years.

ii. That the petitioner had applied for anticipatory bail before the Court of Ld. ASJ, Gurugram, which was fixed for 02.01.2023 and the same has been dismissed by the Hon'ble Court vide order dated 02.01.2023. In this context, it is submitted that if the provisions of "Arnesh Kumar Vs. State of Bihar" would be applicable to the petitioner, there was no requirement of the petitioner to apply for anticipatory bail. However, the petitioner is well within the knowledge that the maximum punishment Involved in the present FIR is ten years and that is why he had applied for anticipatory bail.

iii. That the Ld. JMIC, Gurugram has issued the non-bailable warrants against the petitioner and other co-accused Sumit Kumar after taking into consideration all the facts and circumstances of the present case. Once the non-bailable warrants against the petitioner are issued by the Ld. Court, then the judgment of "Arnesh Kumar Vs. State of Bihar" does not apply to the said case."

3. A perusal of the above shows that order dated 26.08.2022 passed in CRM-M-37996-2022 has been complied with.

4. In view of the same, the contempt is purged and rule is discharged.

5. All the pending miscellaneous applications, if any, are also disposed of.

07.04.2026 **(SUDEEPTI SHARMA)**
P. Seth **JUDGE**

Whether speaking/non-speaking : Yes/No
Whether reportable : Yes/No