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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **BAIL APPLN. 374/2026 & CRL.M.A. 11076/2026**

RAM PRAKASH DUBEY

.....Petitioner

Through: Mr. Amit Kumar, Ms. Khushboo
Sharma and Mr. Randhir Kumar,
Advocates.

versus

STATE GOVT OF NCT OF DELHI

.....Respondent

Through: Ms. Manjeet Arya, APP with Mr.
Abhimanyu Arya, Advocate.
SI Vijay Kumar.
Mr. Pursoth Kannan & Mr.
Abhinav Garg, Advocates for
complainant.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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13.05.2026

1. By way of the present application filed under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023, the applicant seeks anticipatory bail in connection with FIR No. 378/2025 dated 08.10.2025 registered at Police Station Dwarka North, New Delhi, under Sections 318(4) and 316(2) of the Bharatiya Nyaya Sanhita, 2023 ["BNS"].
2. I have heard Mr. Amit Kumar, learned for the applicant, and Ms. Manjeet Arya, learned Additional Public Prosecutor for the State.
3. By order dated 29.01.2026, interim protection was granted to the applicant, wherein the Court observed as follows:

"3. The FIR was registered at the instance of Mr. Sumit Goyal, Vice President of ISKCON Dwarka, New Delhi. The allegations, as



narrated in the complaint and reproduced in the FIR, may be summarised as follows:

- a. The applicant was serving at ISKCON Dwarka as the in-charge of the Food for Life Department, and was entrusted with the management of the temple's resources.*
- b. The applicant and his wife were involved in serious financial mismanagement, criminal breach of trust, destruction of records, physical assault, extortion, and theft of temple money and property.*
- c. During the Kumbh Mela held at Prayagraj in early 2025, the applicant was placed under close observation by the temple's management, in light of prior complaints regarding his conduct. It came to the notice of the management that the applicant was involved in the unauthorized diversion and misuse of temple funds, which was estimated to be in the range of Rs. 2,00,00,000/- to 3,00,00,000/-. It was also discovered that the applicant had destroyed the labour attendance register of the temple, in order to conceal the financial irregularities, and when he was confronted in this regard, he manhandled and physically assaulted two employees of the temple.*
- d. The applicant's brother crashed a commercial loading vehicle into the front gate of the temple, and verbally abused the temple's management.*
- e. On 28.07.2025, the applicant misappropriated an amount of Rs.21,45,000/- from the Temple Hundi Donations and absconded thereafter. He had obtained the said amount from Mr. Rajeev Bhalla, who is stated to be a manager of the temple, on the pretext that he would deposit it with the Accounts Department of ISKCON Dwarka, but he did not do so. The applicant's statement that he had given the amount to one Akhilesh Kumar, Accounts Head, ISKCON Dwarka, was found to be false.*
- f. It is further alleged that the applicant took away a vehicle belonging to the temple without authorization, and has failed to return the same.*

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- 7. Having heard learned counsel for the parties, it may be noted that, even as per the allegations recorded in the FIR, the temple authorities became aware of the applicant's alleged misappropriation of funds and destruction of records during the Kumbh Mela held in early 2025, but the complaint was only made in September 2025. Further,*



according to the applicant, he was removed from service on 11.06.2025, but even in the FIR, it is stated that, despite the allegations against him relating to the Kumbh Mela, a sum of Rs. 21,45,000/- was handed over to him on 28.07.2025 for deposit in the Accounts Department. In these circumstances, on a prima facie consideration of the material, I am of the view that the applicant is entitled to ad-interim protection.

8. *Subject to the applicant joining the investigation as and when directed by the IO, and cooperating with the investigation, it is directed that the applicant will not be arrested in connection with the subject FIR until the next date of hearing.”*

4. The parties were subsequently referred to mediation under the aegis of *Samadhan*, Delhi High Court Mediation and Conciliation Centre, *vide* order dated 10.04.2026. Pursuant thereto, the applicant and the complainant have amicably resolved their disputes, and a Settlement Agreement dated 12.05.2026 has been placed on record. In terms of the said Settlement Agreement, the applicant has agreed to pay a total sum of Rs. 20,00,000/- to the complainant in three instalments between 25.05.2026 and 31.07.2026.

5. Mr. Kumar, on instructions, assures the Court that the terms and conditions of the Settlement Agreement shall be complied with in their entirety and without any delay.

6. Ms. Arya further submits, upon instructions from the Investigating Officer, that pursuant to the order dated 29.01.2026, the applicant has duly joined the investigation, and there are no allegations of non-cooperation against him.

7. Mr. Pursoth Kannan, learned counsel for the complainant, submits that, in view of the Settlement Agreement arrived at between the parties, the complainant has no objection to the grant of anticipatory bail to the applicant.



8. Having regard to the reasons recorded in the aforesaid order dated 29.01.2026, and considering that the applicant and the complainant have since amicably resolved their disputes, coupled with the fact that the applicant has joined the investigation and there are no allegations of non-cooperation against him, I am of the view that the applicant is entitled to the grant of anticipatory bail in the present case.

9. It is, therefore, directed that, in the event of arrest in connection with the FIR No. 378/2025 dated 08.10.2025 registered at Police Station Dwarka North, New Delhi, under Sections 318(4) and 316(2) of BNS, the applicant shall be released on bail upon furnishing a personal bond in the sum of Rs. 35,000/- alongwith one surety of the like amount, to the satisfaction of the concerned Investigating Officer [“IO”]/Station House Officer [“SHO”], and subject to the following conditions:

- a) The applicant shall report to the IO, as and when required, and will cooperate with the investigation;
- b) The applicant shall furnish his residential address to the concerned IO/SHO, and shall not change the address without informing the IO/SHO;
- c) The applicant shall furnish his mobile number to the concerned IO/SHO, and shall ensure that the said mobile number remains operational and switched on at all times. The mobile number shall not be changed, nor shall the phone be switched off, without prior intimation to the IO/SHO;
- d) The applicant shall not, directly or indirectly, tamper with the evidence, or otherwise indulge in any act or omission that is unlawful or prejudicial to the proceedings, nor shall he offer any inducement,



- threat, or promise to any person acquainted with the facts of the case;
- e) The applicant shall not commit any offence during the pendency of these proceedings.
10. The bail application, alongwith pending application, is accordingly disposed of.
11. It is clarified that the observations made herein are solely for the purpose of adjudication of the present bail application and shall not be construed as an expression of opinion on the merits of the case, nor shall they prejudice the rights and contentions of the parties at any stage of the proceedings.

PRATEEK JALAN, J

MAY 13, 2026

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