

IN THE HIGH COURT OF PUNJAB AND HARYANA AT  
CHANDIGARH.

CRM M-25586 of 2015

Date of Decision: November 9, 2015

Hem Singh Bharana

.....Petitioner

Vs.

State of Haryana

.....Respondent

CORAM: HON'BLE MR. JUSTICE M.M.S. BEDI.

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Present:- Mr. J.S. Bedi, Sr. Advocate with  
Mr. Vineet Sehgal, Advocate  
for the petitioner.

Mr. Deepak Sabharwal, Addl. A.G., Haryana.

Mr. C.K. Singla, Advocate

Mr. Ish Puneet Singh, Advocate

Mr. Yogesh Saini, Advocate for  
Mr. Manoj Bajaj, Advocate.

Ms. Promila Nain, Advocate.

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**M.M.S. BEDI, J.**

The petitioner has been in custody in FIR No. 261 dated August 16, 2014 under Section 10 of the Haryana Development and Regulation of Urban Areas Act, 1975, for short 'the Act' and under Sections 406, 420,

120B IPC registered at Police Station Rajendra Park, Gurgaon. The said case was registered at the instance of District Town Planner Enforcement on the allegations that M/s Identity Buildtech Private Limited which was initially the sister company of M/s Era Landmarks Private Limited, now re-named as Adel Land Marks Private Limited had violated the conditions of licence and provisions of the Act.

As per the allegations in the FIR, licence No.32 of 2012 in the name of M/s Identity Buildtech Pvt. Ltd. was granted by the Department for development of Group Housing Project in the land measuring 11.70 acres, at Sector 103, Gurgaon. Condition No.5 of the licence prohibits issuance of any advertisement before the approval of the layout plan. The said Company had received investments before sanctioning of the building plans. The shareholdings of M/s Identity Buildtech Pvt. Ltd. stands transferred vide share purchase agreement dated December 18, 2012 and the licensed project has been sold by the petitioner as Director of the Company. The directorship and the share-holding pattern of the licensee Company has been changed. The petitioner before this Court claims to be the Chairman of Era Group of Companies which is registered Company. His application for bail has been dismissed on the ground that there are 25 FIRs registered against him in Gurgaon and 24 stands registered at Palwal. There are around 120 complaints of cheating the innocent investors to the tune of crores of rupees which are pending.

As the petitioner had, during the course of arguments submitted that he was ready to satisfy the aggrieved persons who had not been allotted any unit by making arrangement to return amount alongwith interest and that some settlement was being arrived at with the intervention of Commissioner of Police who had directed that more FIRs will not be registered and that the petitioner would return the amount received by him in instalments, and since there was protest by the persons who had been fraudulently allotted units and the person who had not been allotted any unit, this Court had passed an interim order on September 9, 2015 to release the petitioner for a period of 20 days from September 10, 2015 to September 29, 2015 and to surrender before the Illaqa Magistrate on September 30, 2015. The operative part of the order dated September 9, 2015 is reproduced as follows:-

“Learned counsel for the petitioner has submitted that the petitioner is ready to satisfy the unallottee aggrieved persons by making arrangement for return of the investments alongwith interest and that in this context a settlement has already arrived at before the Commissioner of Police who had agreed that no more separate FIRs will be registered and that the petitioner will return the amount in instalments alongwith interest to the investors. He has also argued that the petitioner does not have any intention to cheat the investors. The allottees have been given numbers of their units and that the relationship of builder and buyer is governed by the contract. Mr. Bansal submits that the petitioner is ready to discharge his liability as per the terms of the agreement between his company and the allottees.

The petition was opposed by 29 allottees and non-allottees by putting in representation through Ms.Promila Nain. Mr. Yogesh Gupta, Advocate represents 16 unallottee investors, Mr. Parvesh Saini represents 8 non-allottees, Mr. Randhawa represented 35 aggrieved persons who are allottees and non-allottees. Mr. Manoj Bajaj appeared for 9 aggrieved persons, Mr. Sumit Goel had put in appearance for 52 aggrieved persons, Mr. J.S. Ghuman, Advocate has put in appearance on behalf of 6 unallottee investors. Sh. Ganesh Kamat represented 23 persons which include 9 allottees and 14 unallottees. Mr. Satish Aggarwal, Advocate represented 75 persons of Cosmo City Flat Buyers Welfare Society and Mr. Ish Puneet Singh, Advocate represented 4 allottee persons.

A large number of allottees appeared in the Court to oppose the release of petitioner on bail having an apprehension that in case the petitioner is released on bail he would escape and it will be difficult for the allottees and non-allottees to recover the amount obtained from them fraudulently by act of cheating. Being aware that while deciding bail petition, the claims of the claimants cannot be settled by a Court while exercising powers under Section 439 Cr.P.C. , but in the interest of justice, the victims were given an opportunity to put-forth their grievance.

After hearing counsel for the petitioner and the aggrieved persons following order was passed by this Court on August 27, 2015:-

“CRM No.27854 of 2015 in CRM-M No.25586 of 2015 is allowed. Affidavit is permitted to be taken on record.

The investigating officer has also produced a statement indicating the liability of the petitioner qua the complainants/ investors.

Counsel for the petitioner is ready to furnish an undertaking to discharge the liability qua all the above said persons, who having not been allotted the units.

The affected parties have got a reasonable apprehension that with an oblique motive to get relief, a false undertaking is being offered before this Court.

Counsel for the petitioner will furnish an undertaking, signed on behalf of the petitioner, indicating the specific dates to discharge the liability so as to assess the bona fide of the petitioner.

A copy of the affidavit has been given to the complainants and the learned State counsel. The statement furnished by the investigating agency has also been taken on record.

At this stage, counsel for the petitioner has made an offer that the petitioner would produce the bank drafts in the name of the persons, who have not been allotted the units. At the same time, an offer has also been made to allot the units to the persons, who are interested in the allotment of the units at this moment.

At this stage, a large number of investors have sought intervention by appearing in person as well as through Advocates to oppose the petition for bail and the proposal offered by the petitioner's counsel claiming that all the funds of the company have been diverted to other companies and that an attempt is being made by the petitioner to avoid his liability and seek the concession of bail. The list of investors/ victims is taken on record as Mark ' X'.

Counsel for the petitioner has further given an assurance to satisfy all the persons mentioned in the list supplied, by 28.08.2015 to all the un-allottees. Counsel for the petitioner has

submitted that all the unallottees will be repaid their invested amount with 11 per cent interest as undertaken before the Commissioner of Police, Gurgaon.

Adjourned to 01.09.2015, in order to enable the petitioner to show his bona fide by the next date of hearing. It is clarified that the abovesaid steps have been taken de hors the merits of the case on the basis of the offer made by the petitioner in the Court. In case, the petitioner is not able to satisfy the complainant/aggrieved persons mentioned in the list Mark 'X', the matter will be taken up on merits on the next date of hearing.”

When the case was taken up on September 1, 2015, counsel for the petitioner has presented 79 bank drafts in the name of 79 persons being 25% of the amount due to them. A total sum of Rs.3,58,17,000/- in the shape of bank drafts was offered in the Court to satisfy partly the claim of 79 persons.

Counsel for the petitioner has further submitted that in case an opportunity is given to the petitioner to come out for short duration on interim bail some memorandum of understanding can be arrived at. He has referred to a memorandum of understanding alleged to have been arrived at before the Commissioner for the unallotted cases and allotted cases in Gurgaon project.

Counsel for the claimants has vehemently opposed the act of the Commissioner in permitting the petitioner to arrive at some settlement in a criminal case of cheating.

In view of the said circumstances the settlement by memorandum of understanding by the petitioner was not accepted by the aggrieved persons who came forward to oppose the petitions of bail.

There is no doubt regarding the fact that there are more than 50 FIRs of similar nature and nearly 100 complaints registered against the petitioner by different persons who have invested money in the projects launched for allotment of flats/units. It is also an admitted fact that a large number of petitions for quashing of the FIR on the basis of compromise with the concerned complainants in different FIRs are also pending. The petitioner has made an endeavour to establish his bonafide by making an attempt to discharge the liability of the Company in his capacity as Director by offering partial amounts to the non-allottees. He has also offered to settle the matter as per the contracts with the allottees also. The prosecution has actually been launched on account of violation of the provisions of the Act by receiving money from various persons without appropriate sanction of the building plans and committing breach of the terms and conditions of the licence. The sentence of imprisonment provided under Section 10 of the Act is three years RI on the basis of Magisterial trial. In the cases of fraud, cheating or misappropriation, the intention of the accused is the foundation for determining the criminal liability.

Taking into consideration the conduct of the petitioner, his offer to satisfy the claimants, the nature of the allegations in the FIR and the claim of the victims, I have tried to strike a balance between the important virtue i.e. liberty of an under-trial and the right of the complainant and the victims and arrived at a conclusion that the bonafide and intention of the petitioner deserves to be tested before curtailing his further liberty.

Without expression of any opinion on merits of the case, at this stage, I am of the opinion that the interest of justice would be adequately met in case the liberty of the petitioner

which is an important virtue, is protected for a short duration simultaneously watching the interest of the aggrieved persons. The said objective can be achieved by granting petitioner interim temporary bail for a period of 20 days. Petitioner would be released on bail on his furnishing personal bonds for a sum of Rs.50 lacs with one surety of the like amount to the satisfaction of the Illaqa Magistrate for a period of 20 days i.e. w.e.f. September 10, 2015 to September 29, 2015. He would be required to surrender before the Illaqa Magistrate on September 30, 2015 subject to any other direction passed by this Court.

Be listed on September 28, 2015, for arguments.

A condition is imposed upon the petitioner that he would deposit his passport before his release with the Illaqa Magistrate and will not leave India and that he will leave his address and place of his availability to the Commissioner of Police, Gurgaon as well as the investigating officer alongwith his contact number. He will be available for investigation which is stated to be still pending. It is made clear that the above said period has been granted to the petitioner to satisfy partly or in toto, the claim of the allottees and non-allottees. The drafts which were offered in the Court will be handed over to the investigating officer within 24 hours.”

When the matter was taken up on September 28, 2015 for arguments, Mr. J.S. Bedi, Senior Advocate prayed for extension of time ensuring that the petitioner would be able to satisfy all the aggrieved persons especially the ones who had not been allotted any unit. The matter was thereafter taken up on September 30, 2015 and bail granted to the petitioner was extended till October 9, 2015 by passing the following order:-



“PRESENT:- Mr.Sanjiv Bansal, Advocate, for the petitioner.  
Mr.C.S.Bakshi, Addl. A.G., Haryana.  
Mr.Sumeet Goel, Advocate.  
Ms.Promila Nain, Advocate.  
Mr.Pravesh K. Saini, Advocate.  
Mr.Yogesh Gupta, Advocate.  
Mr.Manoj Bajaj, Advocate.  
Mr.R.S.Randhawa, Advocate.  
Mr.J.S.Ghuman, Advocate.  
Mr.Ganesh Kamat, Advocate.  
Mr.Satish Aggarwal, Advocate.  
Mr.Ish Puneet Singh, Advocate.  
Mr.Ashwani Bakshi, Advocate.  
Mr.C.S.Singla, Advocate.

The petitioner had been granted concession of interim temporary bail for a period from 10.9.2015 till 30.9.2015 vide order dated 9.9.2015.

The application was listed for arguments on 28.9.2015.

Counsel for the petitioner had submitted that the petitioner has made arrangement for satisfying the claimants who have not been allotted units and has assured that if a period of one week is given, he would satisfy all the non-allottees claiming their money. The claimants may approach him in the office where he would be available. The claimants have their doubts about the bona fide of the petitioner.

Before adjudicating the case on merits, I deem it appropriate to give an opportunity to the petitioner to discharge his liability to the satisfaction of the claimants/interveners/objectors.

In the interest of justice, the bail granted to the petitioner is extended till 9.10.2015 to fulfill his commitment subject to same terms and conditions

mentioned in order dated 9.9.2015. He is directed to appear before the Illaqa Magistrate on 9.10.2015 to be taken in custody subject to the decision in the main bail application on 7.10.2015. All the claimants may approach the petitioner in the office.

Be listed on 7.10.2015 for further orders.”

The petitioner has surrendered before the Jail Authorities as per the directions passed by this Court on October 8, 2015, which are as follows:-

“Present: Mr. J.S. Bedi, Sr. Advocate, with  
Mr. R.Kartikeya, Advocate, for the petitioner.

Mr. Deepak Sabharwal, Addl. A.G., Haryana.  
Mr. C.S. Bakshi, Addl. A.G., Haryana.

Mr. Sumit Goel, Advocate.  
Mr. R.S. Randhawa, Advocate.  
Ms. Harmeet Kaur, Advocate, for  
Mr. Ish Puneet Singh, Advocate.  
Ms. Promila Nain, Advocate.  
Mr. Parvesh K. Saini, Advocate.  
Mr. Manoj Bajaj, Advocate.  
Mr. Himanshu Puri, Advocate, for  
Mr. J.S. Ghuman, Advocate.  
Mr. Ganesh Kamath, Advocate.  
Mr. Satish Aggarwal, Advocate.  
Mr. Ashwani Bakshi, Advocate.  
Mr. Amit Kaushik, Advocate.

79 drafts as mentioned in the order dated 09.09.2015 handed over earlier to State counsel towards discharge of liability partly have been returned by the Investigating Officer/State counsel on account of the counsel for the persons entitled to the bank drafts, having refused to accept the same.

However, learned counsel for the petitioner submits that the bank drafts handed over back to the petitioner in the Court today would be directly disbursed by the petitioner against the

signatures of the persons who are ready to claim the same by approaching the office of the petitioner.

Arguments heard.

Affidavit of the investigating officer indicating the steps taken in the course of investigation has been placed on record.

For final order, to come up on 12.10.2015.

Counsel for the petitioner on the instructions of Mr. Veneet Sehgal, Advocate has submitted that he has got instructions to state that the petitioner will disburse another amount of Rs. 7 crores in addition to approximately Rs. 20 crores already disbursed/offered to be disbursed by the petitioner.

The petitioner will surrender before the jail authorities on 09.10.2015 subject to final decision in the present petition on 12.10.2015.”

Mr. J.S. Bedi, learned senior counsel for the petitioner has contended that the report under Section 173 (2) Cr.P.C. has been presented which fact was contested by **counsel for the State and the other objectors contending that in view of large number of victims, the investigation under Section 173 (8) Cr.P.C is still in progress and the said fact has been brought to the notice of the Illaqa Magistrate.** The main contention of learned counsel for the petitioner in the present case as well as in another petition for bail in FIR No. 85 dated March 21, 2015 under Section 10 of the Act, registered at Police Station Rajendra Park, Gurgaon, is that in case the allegations against the petitioner for having violated the statutory provisions of the Act are considered, the petitioner can be accused of, at the most, for an offence under Section 10 of the Act but no offence under Section 420,

406 IPC is made out. He has stated that the statements of witnesses have been recorded and that even if the allegations of cheating and misappropriation are scrutinized in context to the clauses of the application for advance registration and considered the agreement would indicate that it was only a proposed project and it was mentioned in the application for advance registration that in the event of intimation for residential apartment is not made to the applicants within a period of 12 months from the date of the application, then the applicant will have a right to withdraw the request and they would be entitled to refund after 30 days' notice alongwith compensation calculated at the rate of 7.5% per annum for a period beyond 6 months from the date of application. In clause 8 of the application for advance registration, it was noted that once Company had made invitation/intimation for start of allotment process the right of withdrawal/ cancellation would be forfeited. As per clause 11, the company had reserved the right to reject any application without assigning any reason and in said circumstances, the Company's liability would be limited to the refund of the advance registration amount paid by the applicant without interest. Mr. Bedi has further argued that persons who had been allotted units, had entered into an agreement called 'Apartment Buyers Agreement'. As per said agreement, there was a provision for handing over of the possession and use. They had entered into an agreement with M/s Era Land Marks Limited, developers, regarding the tentative project and lay-out plans. They had also been intimated about tentative specifications as per the schedule appended to

the said agreement. He has vehemently urged that the investors-non-allottees or allottees who had executed the documents with open eyes cannot now turn around to say that they have been duped. The agreement forms part of the challan and that perusal of the same merely indicate that there could be a breach of agreement entailing consequences of compensation or refund but no intention can be attributed to the petitioner individually.

Mr. J.S. Bedi, senior Advocate has also vehemently contended that the petitioner has been and is ready to refund the amount to the non-allottees. He has also argued that the amount which is being returned is not at the agreed rate of 7.5% p.a. but refund is being made by paying interest at the rate of 11% p.a. He has brought to the notice of this Court a large number of photographs and documents to convince the Court that so far as allottees are concerned, 584 flats are in the process of construction even till today and the process of refund of money to the non-allottees has also initiated.

The star argument of Mr. J.S. Bedi, learned senior counsel for the petitioner is that the entire process of launching of prosecution against the petitioner in his individual capacity or he being liable to the investors or customers by the principle of vicarious liability, is not maintainable. The petitioner had been implicated as an accused without impleading the Company as the liability of the Company, if any, cannot be ignored while launching prosecution against the petitioner who had already resigned as a Director on January 5, 2011. Besides this, the case of the prosecution is that

the petitioner could have been said to be vicariously liable for the acts and transactions of the company whereas the company has not been arraigned as an accused. He has argued that the offence under Section 7 of the Act which is punishable under Section 10 of the Act would be a compoundable offence. He has argued that the licence has been granted to the Company and that the liability of the Company or any of its Directors would be only a civil liability even if all the facts are admitted. Mr. Bedi has urged that the total number of un-allotees as per the investigating officer had been 432 and the number of unallotted persons who had been called by the petitioner for settlement is about 200. Number of persons who had appeared before the Company were 116. Initially drafts of Rs.3.98 crores were disbursed, but later on after September 30, 2015, Rs.4.42 crores was disbursed as part payments to 111 allottees and the petitioner on behalf of the company disbursed Rs.20 crores approximately.

Mr. J.S. Bedi has placed reliance on the case of **Sunil Bharti Mittal Vs. Central Bureau of Investigation**, 2015 (2) RCR (CrI.) 1, wherein the Apex Court has observed that if a person or group of persons who control the affairs of the company commit an offence with a criminal intent, their criminality can be imputed to the company as well, as they were 'alter ego' of the company and when any said persons that guide the business had criminal intent, that would be imputed to the body corporate and not to the individual.

Learned counsel for the petitioner has also relied upon the judgment in **Sharad Kumar Sanghi Vs. Sangita Rane**, 2015 (2) RCR (Crl.) 120 in support of his contention that where a complainant intends to rope in a Managing Director or any officer of a Company, it is necessary to make allegations to constitute the vicarious liability.

Learned counsel for the petitioner has also relied upon **M/s Thermax Ltd. and others Vs. K.M. Johny and others**, 2011 (4) RCR (Crl.) 409 wherein the members of the Board and senior executive of a Company had been made accused on the ground that they had been looking after the management of the Company. The complaint was quashed as there was no specific allegation with regard to their role holding that the concept of vicarious liability is unknown to criminal law as under Sections 406 and 420 IPC no specific liability is imposed on the officers of the Company, if the offence is committed by the Company.

Reliance has also been placed on **M/s GHCL Employees Stock Option Trust Vs. M/s India Infoline Limited**, 2013 (2) RCR (Crl.) 519, wherein in a private complaint, the summoning orders issued by the Magistrate against the Managing Director, Company Secretary and other Directors were quashed as the witnesses examined by the complainant had not specifically stated as to which of the accused committed breach of trust or cheated the complainant except general and bald allegations.

In **Maksud Saiyed Vs. State of Gujarat**, 2007 (4) RCR (Crl.) 406, similarly in the absence of specific allegations against Director and

Managing Director in criminal complaint under Sections 500, 425, 120 B IPC, they were held to be not vicariously liable. In this context he has also relied upon **Ashoke Basak Vs. State of Maharashtra**, (2010) 10 SCC 660 and **S.K. Alagh Vs. State of UP and others**, 2008 (2) RCR (CrI.) 79.

I have gone through all the judgments and I am of the opinion that there is no dispute regarding the proposition that in the absence of any allegations against the Managing Director or Director of a Company for offence under Sections 406, 420 IPC, they cannot be held vicariously liable for the offences which have been committed by the Company but it will be important to refer to the judgment of **Jethsur Surangbhai Vs. State of Gujarat**, 1984 (1) RCR (CrI.) 441, **Sham Sunder Vs. State of Haryana**, 1989 (2) RCR (CrI.) 494, **Hira Lal Hari Lal Bhagwati Vs. CBI**, 2003 (3) RCR (CrI.) 273, **R. Kalyani Vs. Janak C. Mehta**, (2009) 1 SCC 516, and **Sharon Michael Vs. State of T.N.**, 2009 (1) RCR (CrI.) 759, wherein the circumstances as to when Director / person Incharge of the affairs of the Company can also be prosecuted when the Company is an accused person, stand dealt with.

In the above said judgments, so far as the principle which has been taken into consideration for determining the liability of the Director of Company is concerned, it has been discussed that no doubt a corporate entity is an artificial person which acts through its officers, directors, managing director, chairman etc.. If such a company commits an offence involving mens rea, it would normally be the intent and action of that



individual who would act on behalf of the company. It would be more so, when the criminal act is that of conspiracy. The cardinal principle of criminal jurisprudence that there is no vicarious liability unless the statute specifically provide has been recognized in the all the judgments but at the same time it has been also held that an individual who has perpetrated the commission of an offence on behalf of a company can be made accused, along with the company, if there is sufficient evidence of his active role coupled with criminal intent. Another situation in which he can be implicated would be those cases where the statutory regime itself attracts the doctrine of vicarious liability, by specifically incorporating such a provision. The said liability has also been taken into consideration in **Sunil Bharti Mittal's** case (supra).

Mr. Bedi has also relied upon the judgment in **Sanjay Chandra Vs. CBI**, 2006 Recent Apex Judgments 19, in support of his contention that when the investigation is completed and charge-sheet filed, there is no reason to detain the accused in jail when the trial is likely to take a long time.

I have considered the said contention and I am of the opinion that there is no dispute regarding the proposition of law laid down in the said judgment but the ratio of the said judgment is not applicable to the facts of the present case as the investigation in the present case is still in progress under Section 173 (8) Cr.P.C. as such the parameters laid down in said judgment cannot be applied to the facts of the present case.

In the present case, the petitioner on one hand is claiming that he, on behalf of the Company would discharge the liability in case granted concession of bail, on the other than he is taking a contradictory stand that it would be the Company who can be held to be liable. It is also not out of place to observe here that in **Maharashtra State Electricity Distribution Company Limited and another Vs. Datar Switchgear Limited and others**, (2010) 10 SCC 479, it was observed that in order to attract Section 34 IPC, the complaint must prima facie, reflect a common prior concert or planning amongst all the accused in case of Director and Directors of a Company.

The argument of Mr. Bedi, Senior Advocate regarding criminality of the petitioner in the capacity as Director in the absence of Company being an accused cannot be adjudicated upon by this Court especially when the petitioner on one hand is trying to wash his hands of the criminal liability by stating that he is no more a Director but on the other hand he is offering to discharge the liability of the Company. The dissection of the evidence available on the record will be premature at this stage but it is important to refer to the contentions of victims whose statements under Section 161 Cr.P.C. have been recorded and are still being recorded in FIR No. 261 by a Special Investigating Team which is still investigating the matter after presentation of challan in the exercise of the authority under Section 173 (8) Cr.P.C. under the orders of the superior officers. It is not out of place to observe here that a large number of aggrieved persons have been

partly satisfied during the pendency of the proceedings but few victims represented through their counsel have made an attempt to impress upon the fact that it is a clear cut case of apparent cheating with general public by not only violating the statutory provisions of the Act but by a scam of cheating general public. It is urged that in July 2015, the Director General of Town and Country Planning has cancelled the licence and that there is no construction going on, on the spot and that the proposed project which was to be developed has further been sold by the petitioner and his Company to Ansal Group without disclosing the same to the victims or general public. The statements of the legal personnel of Ansal Group have been recorded to the effect that without disclosing about the liability of the Company towards the investors and applicants, the project has been transferred to Ansal Group. A sum of Rs.55 crores had been received from 432 home buyers for a project under Group Housing licence No. 32 in the name of M/s Identity Build tech Pvt. Ltd. in April 2012 in Sector 103, Gurgaon which was the lead Company but the project land was sold to Ansal Group by way of share transfer and the money collected is yet to be refunded to the buyers who have been cheated. So far as licence No.94 dated September 5, 2012 which has been issued regarding Sector 103, Gurgaon, it has been submitted that it was issued by the Government to the Company named M/s Desert Moon Realtors Pvt. Ltd. and not to M/s ERA of the accused but the petitioner has been trying to mislead the Court without there being any document of M/s Desert Moon Realtors Pvt. Ltd. (at present ADEL Land Marks) even while

entering into builder buyers agreement with the victims as the said agreement is being entered into by M/s ERA Land marks Ltd. of the accused.

As discussed above, no doubt the challan has been presented in FIR No.261 but in view of large number of victims and effected persons, further investigation is being undertaken by SIT in the exercise of powers under Section 173 (8) Cr.P.C. Attempt having been made by this Court to satisfy the claimants by granting interim relief to the petitioner, appears to have failed. No doubt, the petitioner cannot be detained for all times to come in custody during the pendency of the trial but at the same time the gravity of the offence, the extent of the wrongful loss caused to the general public and the chances of tampering with the evidence and interfering in the further investigation cannot be ruled out as such I do not find any ground to grant the concession of bail to the petitioner at this stage. It is not out of place to observe here that the petitioner who is involved in about 44 other FIRs registered against him has been granted bail by entering into compromise with large number of victims.

Petition is dismissed. Nothing said in this order will prejudice the rights of the claimants to avail their legal remedy in accordance with law for recovery of the amount, if any, from the petitioner or the companies concerned.

November 9, 2015  
sanjay

(M.M.S.BEDI)  
JUDGE