



2025:DHC:6741



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

% *Date of decision: 11th August, 2025*

+ **BAIL APPLN. 2334/2025**

AMRENDRA KUMAR

Sh. Prayag Prasad Yadav

.....Petitioner

Through: Mr. S. P. M. Tripathi, Mr. Ashish
Tiwary, Mr. Deepak Sharma and
Mr. Rahul Poonia, Advocates.

versus

STATE NCT OF DELHI

.....Respondent

Through: Mr. Utkarsh, APP for the State with
SI Dhananjay (IFSO).
Mr. Kuldeep Nain and Ms. Priyanka
Advocates for Complainant.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T (oral)

1. First Bail Application under Section 439 of the Code of Criminal Procedure, 1973 (*hereinafter referred to as 'Cr.PC'*) read with Section 483 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (*hereinafter referred to as 'B.N.S.S.'*) has been filed on behalf of the Petitioner, Amrendra Kumar, for grant of Regular Bail in FIR No. 0184/2024 under Section 120B/419/420/468/471 of the Indian Penal Code, 1860 (*hereinafter referred to as 'IPC'*) registered at Police Station Special Cell (IFSO).

2. It is submitted in the Bail Application that the FIR No. 0184/2024 was registered on false and unsubstantial facts. The Prosecution had received a



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written Complaint dated 27.03.2024 from one Sh. Datar Singh and Sh. Vikas Shokeen. As per the allegations, in the year 2021, Complainants were in Dehradun, when they met one Yogendra, who gave them the contact of co-accused, Amit Pandey. On arrival in Delhi, they met the Applicant, Amrendra Kumar along with Amit Pandey, who represented themselves as Co-ordinators and Agents of Indraprastha Gas Limited. They promised that he would secure an IGL CNG Pump in the name of the Complainant and They further represented that they worked in different departments of IGL.

3. The Applicant was arrested on 06.08.2024 and since then, he is in judicial custody. It is submitted that the Charge-Sheet has already been filed. The co-accused, Amar Singh Pipal and Deepak Singh Bora have already been granted Bail by the learned Sessions Court.

4. It is asserted that no grounds of arrest were served upon the Applicant, which is in violation of the Section 50 Cr.PC and Article 22(1) of the Constitution of India, 1950. He has placed reliance on Vihaan Kumar vs. The State of Haryana & Anr., 2025 SCC OnLine SC 269 wherein it has been held that if the grounds of arrest are not served, the arrest is illegal. Reliance has been placed on Ashish Kakkar vs. UT of Chandigarh, CRL. A. No. 1518/2025 wherein similar observations have been made.

5. The Applicant had applied Bail before the learned Sessions Court, which has dismissed *vide* Order dated 21.05.2025.

6. It is further submitted that the Applicant did not receive any money other than the loan amount, which was given under the Loan Agreement. He has not been involved directly in any business with the Complainant, but was only an employee and used to work for the main accused.

7. The entire investigations stand completed and no fruitful purpose



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would be served by keeping him in judicial custody. There is no scope of him tampering the evidence or influencing any witnesses. He has not been involved in any other case.

8. Reliance has been placed on *Sanjay Chandra vs. CBI*, (2012) (1) SCC 40 wherein the Hon'ble Supreme Court of India has held that the objective of bail is to secure the appearance of the accused person during the trial by granting bail on reasonable conditions. The object of bail is neither punitive nor preventative. Deprivation of liberty must be considered as a punishment. If the presence of the accused can be ensured during the trial, then he may be admitted to bail.

9. Hence, a prayer is made that he be granted Bail.

10. **Status Report** had been filed on behalf of the State in the other Bail Application wherein it was submitted that the alleged persons, namely, Amrendra Kumar and Amit Pandey had approached the Complainant representing themselves as Co-ordinators and Agents of the Indraprastha Gas Limited and lured the Complainants to pay the money on a promise to get the CNG Pump installed in their names, with minimum formalities. The Applicant had asked the Complainant to pay a sum of Rs.10,75,000/- on the pretext of getting the initial formalities done, but instead of taking the amount directly, he forced the Complainant to execute a Loan Agreement. The Complainant then paid Rs.9,75,000/- in cheque and Rs.1,00,000/- in cash. It was thus, submitted that the Applicant along with the other co-accused had cheated the Complainant, to the tune of Rs.2.39 Crores in the name of providing him a CNG Pump Station.

11. *Learned counsel on behalf of the Complainant*, Sh. Datar Singh, who had appeared on advance Notice, submitted that he has been cheated of huge



amount by the Applicant along with the other co-accused in a conspiracy. The Bail is, therefore, opposed.

12. Submissions heard and the record perused.

13. The allegations against the Applicant, are that of conspiracy and of having allegedly defrauded the Complainant by taking money on the pretext of getting him CNG Pump Station installed from IGL. According to the Status Report, Rs.10,75,000/- under a Loan Agreement had been given to the Applicant.

14. The Charge-Sheet has already been filed. All the other co-accused have been admitted to Bail. His presence is no longer required for custodial interrogation. There are 24 Prosecution witnesses and the trial is likely to take long.

15. Considering the totality of the circumstances, the Applicant is granted Regular Bail, on the following terms and conditions:

- a) The Applicant/Accused shall furnish a personal bond of Rs. 35,000/- each and one surety of the like amount each, subject to the satisfaction of the learned Trial Court.
- b) The Applicant/Accused shall appear before the Court as and when the matter is taken up for hearing;
- c) The Applicant/Accused shall provide his mobile number/changed mobile number to the IO concerned which shall be kept in working condition at all times;
- d) The Applicant/Accused shall not indulge in any criminal activity and shall not communicate or intimidate the witnesses.
- e) In case the Applicant/Accused change his residential address, the same shall be intimated to learned Trial Court and to the concerned



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I.O.

16. The Bail Application is disposed of accordingly.

17. The Copy of this Order be communicated to the learned Trial Court, as well as, Jail Superintendent, for information and compliance.

(NEENA BANSAL KRISHNA)
JUDGE

AUGUST 11, 2025/RS