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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% *Date of Decision: 02.04.2026*+ **BAIL APPLN. 1207/2026 & CRL.M.(BAIL) 629/2026**

HIMANSHU GUPTA

.....Petitioner

Through: Mr. Kirti Uppal, Senior Advocate with Mr. Rakesh Chahar, Mr. Ajay Paul, Mr. Aman Bhalla, Ms. Asmita Shukla and Mr. Keshav Das Monga, Advocates.

versus

THE STATE OF NCT OF DELHI

.....Respondent

Through: Mr. Manoj Pant, APP for the State.

CORAM:**HON'BLE DR. JUSTICE SWARANA KANTA SHARMA****JUDGMENT****DR. SWARANA KANTA SHARMA, J. (Oral)**

1. By way of the present application, the applicant seeks grant of regular bail in case arising out of FIR bearing no. 35/2026, registered at Police Station Janakpuri, Delhi for the commission of offences punishable under Sections 105 of the Bharatiya Nyaya Sanhita, 2023 (hereafter '*BNS*'). Along with the present application for regular bail, the applicant has also filed an application for grant of interim bail to take care of his minor daughter.

2. Briefly stated, the facts of the present case are that the FIR in



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question was registered on receipt of a PCR call on 06.02.2026, informing that a motorcycle rider had fallen into a deep pit and was in need of immediate assistance. Upon receipt of the said information, police officials reached the spot, i.e. B-3B, near Andhra School, Janakpuri, New Delhi, where they found a young boy along with his motorcycle lying inside a pit measuring about 20 feet in length, 13 feet in width and about 14 feet in depth, which had been dug in the middle of the road. During the course of investigation, it was revealed that the said pit had been dug by the Delhi Jal Board [hereafter 'DJB']. With the assistance of officials from the Fire Brigade, the injured boy was taken out of the pit and shifted to Deen Dayal Upadhyay Hospital; however, he was unfortunately declared brought dead. Thereafter, the Crime Team and the FSL Team were called at the spot, and investigation in the present case is being carried out.

3. The learned senior counsel appearing for the applicant submits that the anticipatory bail application of the applicant as well as co-accused Kavish Gupta had earlier been dismissed by this Court *vide* common order dated 25.02.2026, passed in BAIL APPLN. 765/2026 and 766/2026. It is submitted that thereafter co-accused Kavish Gupta preferred a Special Leave Petition before the Hon'ble Supreme Court, being SLP (Crl.) No. 3836/2026, wherein he was granted interim protection from arrest *vide* order dated 27.02.2026. It is stated that before the SLP preferred by the present applicant Himanshu Gupta could be listed before the Hon'ble Supreme Court, he was



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arrested in the present case on 10.03.2026, and his application for regular bail was thereafter rejected by the learned Sessions Court on 23.03.2026.

4. The learned senior counsel further submits that the applicant has been in judicial custody for more than 20 days. It is argued that the applicant has been falsely implicated on account of misleading submissions made by the police and officials of the Delhi Jal Board (DJB). It is contended that the police concealed the material fact that KKSIL–O Liner JV was the actual contractor executing the project and that the applicant was merely a suspended director who had no control over the affairs of the company, as the management of the company had vested with the Resolution Professional pursuant to the NCLT proceedings. It is argued that the police also misrepresented the applicant as the main contractor and opposed the anticipatory bail application on incorrect grounds, which allegedly misled this Court. It is further submitted that the officials of DJB had also made incorrect statements regarding their lack of knowledge of the NCLT proceedings, despite the existence of public notices in that regard, thereby prejudicing the case of the applicant. The learned senior counsel also argues that the bail had earlier been opposed on the ground that certain documents were required to be recovered from the applicant; however, the relevant documents had already been recovered from the Resolution Professional and no recovery was effected from the applicant during custodial interrogation. It is submitted that the applicant has fully cooperated with the



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investigation. It is also argued that there is no material on record to establish the requisite *mens rea* for the alleged offence. Further, it is submitted that the allegation regarding the applicant being in contact with sub-contractor Rajesh is a matter of trial and cannot be the sole ground to deny bail. On these grounds, it is prayed that the applicant be granted regular bail.

5. *Per contra*, the learned APP for the State opposes the bail application. It is submitted that co-accused Kavish Gupta has been granted only interim protection from arrest by the Hon'ble Supreme Court till the next date of hearing and, therefore, the applicant cannot claim parity on that basis. It is further argued that the role of the present applicant is distinguishable from that of co-accused Kavish Gupta. The learned APP submits that the CCTV footage of the place of incident reveals that immediately after the occurrence, one labourer, namely Yogesh, was seen covering the excavation site by placing barricades and curtains on the road where the incident had taken place. Investigation has further revealed that Yogesh informed the sub-contractor Rajesh about the incident at around 12:22 AM on 06.02.2026, and thereafter Rajesh informed the present applicant Himanshu Gupta through a WhatsApp call at about 01:56 AM, following which they remained in continuous contact with each other till the morning hours. The learned APP further submits that this Court, while rejecting the anticipatory bail application of the applicant, had already dealt with the contentions raised on behalf of the accused persons in detail. In view of the seriousness of the



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allegations and the stage of investigation, it is prayed that the present bail application be dismissed.

6. This Court has **heard** arguments addressed on behalf of the applicant as well as the State, and has perused the material available on record.

7. At the outset, it is pertinent to note that this Court had earlier passed a detailed order dated 25.02.2026 in BAIL APPLN. 765/2026 and 766/2026, whereby the anticipatory bail applications of the present applicant Himanshu Gupta and co-accused Kavish Gupta were rejected. Though this Court is presently dealing with an application for regular bail, it is apposite to note that the contentions now raised on behalf of the applicant – including the plea that he was merely a suspended director of the company pursuant to the NCLT proceedings, that the work had been sub-contracted and thus he was not the main contractor and had no role in the day-to-day execution of the project – were considered and dealt with in detail in the said order dated 25.02.2026. Some of the relevant observations in this regard are set out below:

“23. The applicants before this Court have taken mutually inconsistent stands and contrary arguments. On the one hand, they assert that a sub-contract was entered into in relation to a project which was awarded to the company on 09.10.2025; on the other hand, they seek to take advantage of the plea that they were suspended Directors as of July 2025 pursuant to the NCLT order. The record, however, shows that the applicants continued to receive communications in the name of the company till the year 2026, including show-cause notices and the award of the contract in October 2025, without raising any objection or informing the DJB of the NCLT proceedings. It is also noted that the applicants complied with and acted upon the work order even after claiming to



have been suspended as Directors. The stand of the DJB is that it was never informed about the NCLT order, and that it was the duty of the company and its Directors to disclose the same. DJB has stated that had such disclosure been made, the work order would either not have been awarded or would have been addressed to the Resolution Professional appointed by the NCLT, or appropriate modifications would have been made in accordance with law.

24. *Even otherwise*, while the applicants contend that they were suspended Directors of KKSIL and had no authority to act on behalf of the company, the record reflects that the work was awarded to KKSIL with the knowledge of the applicants; that a sub-contract was issued by the applicants on behalf of KKSIL in June 2025, i.e. prior to the award of the main contract in October 2025; that show-cause notices were addressed to the company without any disclosure of insolvency proceedings; that the sub-contractor engaged by the applicants commenced work on 05.02.2026; and that the sub-contractor contacted applicant Himanshu Gupta during the night following the incident and remained in communication with him thereafter. These acts, *prima facie*, appear to be in contrast with the applicants' plea before this Court that they had no role or authority in the affairs of the company after suspension. Moreover, as observed above, the General Manager of the company has informed the I.O. that during this period, in respect of general day-to-day operations of the company, he was taking instructions from the applicants herein. Furthermore, the record reveals that it was applicant Kavish Gupta who entered into the Joint Venture Agreement on behalf of KKSIL with O Liner, and that he was also the authorised signatory of KKSIL–O Liner JV, which was assigned the contract for rehabilitation of peripheral sewer lines. Thus, he was actively and personally involved in execution of the said work in different parts of Delhi, including the Janakpuri area.

25. Today, the learned counsel appearing for the applicants has handed over to this Court two letters exchanged between the company and the Delhi Jal Board, to contend that even prior to 09.10.2025, there had been correspondence between them regarding the proposed work at Janakpuri and, therefore, the sub-contracting of work to M/s Trimurti Associates ought not to be doubted. However, in this Court's view, two aspects merit consideration in this regard.

26. *Firstly*, the two letters placed before this Court are dated 25.07.2025 (written by KKSIL to DJB) and 04.09.2025 (written by DJB to KKSIL), which reflect communication regarding the proposed work for the Janakpuri area. Even so, these communications are of July and September 2025, whereas the work was allegedly sub-contracted to M/s Trimurti Associates, the firm of co-accused Rajesh, in June 2025, i.e. prior to these communications.



Secondly, it is relevant to note that the aforesaid letters, dated 25.07.2025 and 04.09.2025, rather goes against the case advanced by the applicants. This is so because the applicants have heavily relied on the order of the NCLT dated 11.07.2025, and argued that moratorium was applied and present applicants had been suspended as directors of the company, but it clear from the perusal of the letters that despite the same, the applicants herein, being Directors of KKSIL and authorised signatories of KKSIL–O Liner JV, continued to correspond with the DJB seeking award of sewerage work in the Janakpuri area. These communications *prima facie* indicate that the applicants were actively dealing with and executing matters relating to the contract for sewage work during the relevant period.

27. It is thus evident from the contractual provisions that the primary contractor (applicants herein) was duty-bound to ensure adequate safety arrangements at the site, including availability of necessary equipment for rescue in the event of a person or vehicle falling into an excavation, provision of first-aid facilities, and prompt intimation to the police and medical authorities. Regrettably, the material on record indicates that none of these measures were in place at the site at the relevant time.

32. While this Court remains mindful of the settled jurisprudence governing grant of bail, it cannot ignore the societal interest involved while passing orders in a case such as the present one. It is evident from the material on record including the status report that the alleged sub-contractor Rajesh had informed the present accused Himanshu, being the primary contractor, about the incident at the night itself; however, neither of them informed the police nor took steps to arrange immediate medical assistance.

33. **This Court is also of the view that public roads belong to the people of the city**, and in the case at hand, when the DJB, on behalf of the State, awarded a contract involving excavation and carrying out sewage work on a busy public road, it had not only awarded a contract and work order but at the same time entrusted a public duty upon the contractor to exercise care, caution and to strictly adhere to the legitimately expected and mandatorily prescribed safety precautions at the site of excavation.

34. Thus, it is both a constitutional obligation of the State and a corresponding duty of the contractor entrusted with public work. **In the opinion of this Court, excavation of a pit as deep as 14 feet in the centre of a busy public road without adequate safeguards, in complete violation of the conditions of the work order, tender and permissions granted, reveals not only negligence but also knowledge of a high probability of human injury or death being caused, such as in the present case.**



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35. What is **most disturbing to note** is that even after the accident, no medical assistance was arranged, the police was not informed, and no emergency response was sought, despite knowledge that the victim lay in the pit struggling for life. **What further shakes the conscience of this Court** is the apparent attempt by the applicants and the alleged sub-contractor to shield themselves, as disclosed by the CCTV footage and suggested by the CDR analysis, by hurriedly placing signage and barricades at the spot after the incident, and not helping the victim who had fallen in the pit. The **reckless disregard for human life**, as reflected from the material on record, suggests that for the accused persons, self-protection from the hands of the law was more important for them, than saving a human life.”

8. Therefore, the present case is one where a deep excavation was carried out on a busy public road without adherence to the mandatory safety measures prescribed under the contractual conditions and permissions granted, resulting in a tragic and preventable loss of life. The material on record also indicates that despite being informed of the incident during the night itself, neither the present applicant nor the sub-contractor took immediate steps to inform the police or arrange medical assistance for the victim, and instead there are allegations of attempts to cover up the lapses at the site.

9. As regards the argument of parity raised on behalf of the applicant on the ground that co-accused Kavish Gupta has been granted protection by the Hon’ble Supreme Court, this Court notes that the Hon’ble Supreme Court, *vide* order dated 27.02.2026 in SLP (Crl.) No. 3836/2026, has granted only interim protection from arrest to the said co-accused till the next date of hearing, and the matter is still pending consideration before the Hon’ble Supreme Court. The said order does not amount to a final adjudication on the merits of the case and, therefore, the applicant cannot claim parity on that basis at



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this stage.

10. *Even otherwise*, the role attributed to the present applicant stands on a different footing. As per the material collected during investigation, including the Call Detail Records, it has come on record that immediately after the incident, the labourer Yogesh had informed the sub-contractor Rajesh about the incident at around 12:22 AM on 06.02.2026. Thereafter, Rajesh had contacted the present applicant Himanshu Gupta through a WhatsApp call at about 01:56 AM, following which *the two remained in continuous communication with each other during the intervening hours*. The investigation further reveals that the applicant was apprised of the incident soon after it had taken place and remained in contact with the sub-contractor thereafter. Furthermore, the applicant Himanshu was also in regular contact with the General Manager of the company, Mr. Nalin Kanth, who has stated that he used to receive all instructions from the applicant Himanshu regarding the day-to-day functioning of the company, which fact is also corroborated from the CDR analysis. Moreover, although applicant Himanshu Gupta was the first person to receive a call from the alleged sub-contractor informing him about the accident, he neither informed the police nor took steps to arrange medical assistance for the victim. These circumstances, at this stage, *prima facie* distinguish the role of the present applicant from that of co-accused Kavish Gupta.

11. In view of the foregoing discussion, and considering the nature



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of allegations and the alleged role of the applicant, this Court finds no ground to grant regular bail to the applicant at this stage.

12. Accordingly, the present bail application stands dismissed. Pending application also dismissed as infructuous.

13. It is, however, clarified that nothing expressed herein above shall tantamount to an expression of opinion on merits of the case.

14. A copy of this Court be given *dasti* under the signature of Court Master.

15. The order be uploaded on the website forthwith.

DR. SWARANA KANTA SHARMA, J

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