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

+ **BAIL APPLN. 3089/2024**

PARVINDER SINGH

.....Petitioner

Through: Mr. Mohit Mathur and Mr. Amit Chadha, Senior Advocates with Mr. Daksh Gupta, Mr. Gaurav Dua, Mr. Kaushal Jeet Kait, Mr. Jatin Yadav, Mr. Harsh Gautam, Mr. Vignesh, Mr. Sarthak Sethi and Mr. Atin Chadha, Advocates.

versus

CENTRAL BUREAU OF INVESTIGATION

.....Respondent

Through: Mr. Rajesh Kumar, SPP with Mohd. Changez Ali Khan, Advocate.
Mr. Abhijit Anand, Ms. Tisha Kaushik, Ms. Niyoti Dayma and Ms. Prachi Mittal, Advocates for victim.

+ **BAIL APPLN. 3197/2024**

SARABJIT SINGH

.....Petitioner

Through: Mr. Mohit Mathur and Mr. Amit Chadha, Senior Advocates with Mr. Daksh Gupta, Mr. Gaurav Dua, Mr. Kaushal Jeet Kait, Mr. Jatin Yadav, Mr. Harsh Gautam, Mr. Vignesh, Mr. Sarthak Sethi and Mr. Atin Chadha, Advocates.

versus

CENTRAL BUREAU OF INVESTIGATION

.....Respondent

Through: Mr. Rajesh Kumar, SPP with Mohd. Changez Ali Khan, Advocate.
Mr. Abhijit Anand, Ms. Tisha Kaushik, Ms. Niyoti Dayma and Ms. Prachi Mittal, Advocates for victim.



+ **BAIL APPLN. 3198/2024**
TAJINDER SINGH AJMANI

.....Petitioner

Through: Mr. Mohit Mathur and Mr. Amit Chadha, Senior Advocates with Mr. Daksh Gupta, Mr. Gaurav Dua, Mr. Kaushal Jeet Kait, Mr. Jatin Yadav, Mr. Harsh Gautam, Mr. Vignesh, Mr. Sarthak Sethi and Mr. Atin Chadha, Advocates.

versus

CENTRAL BUREAU OF INVESTIGATIONRespondent

Through: Mr. Rajesh Kumar, SPP with Mohd. Changez Ali Khan, Advocate.
Mr. Abhijit Anand, Ms. Tisha Kaushik, Ms. Niyoti Dayma and Ms. Prachi Mittal, Advocates for victim.

+ **BAIL APPLN. 3201/2024**
HARVINDER SINGH

.....Petitioner

Through: Mr. Mohit Mathur and Mr. Amit Chadha, Senior Advocates with Mr. Daksh Gupta, Mr. Gaurav Dua, Mr. Kaushal Jeet Kait, Mr. Jatin Yadav, Mr. Harsh Gautam, Mr. Vignesh, Mr. Sarthak Sethi and Mr. Atin Chadha, Advocates.

versus

CENTRAL BUREAU OF INVESTIGATIONRespondent

Through: Mr. Rajesh Kumar, SPP with Mohd. Changez Ali Khan, Advocate.
Mr. Abhijit Anand, Ms. Tisha Kaushik, Ms. Niyoti Dayma and Ms. Prachi Mittal, Advocates for victim.



CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER
21.01.2025

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CRL.M.(BAIL) 1943/2024 in BAIL APPLN. 3089/2024, CRL.M.(BAIL) 1955/2024 in BAIL APPLN. 3197/2024, CRL.M.(BAIL) 1950/2024 in BAIL APPLN.3198/2024, CRL.M.(BAIL) 1948/2024 in BAIL APPLN.3201/2024(seeking extension of interim bail)

1. The present applications (BAIL APPLN. 3089/2024, BAIL APPLN. 3197/2024, BAIL APPLN.3198/2024, BAIL APPLN.3201/2024) under Section 483 of Bharatiya Nagarik Suraksha Sanhita, 2023¹ seek regular bail in RC-8(S)/2024/CBI/SC.1/New Delhi under Sections 105, 106(1), 115(2), 290, 3(5) of Bharatiya Nyaya Sanhita, 2023,² P.S. Rajinder Nagar. On 13th September, 2024, this Court granted interim bail to the Applicants. The said interim bail has been extended from time to time. The Applicants through, Applications CRL.M.(BAIL) 1943/2024, CRL.M.(BAIL) 1955/2024, CRL.M.(BAIL) 1950/2024, CRL.M.(BAIL) 1948/2024, seek extension of the said interim bail.

2. The brief case of the prosecution is as follows:

2.1. The instant case RC-8(S)/2024/CBI/SC.1/New Delhi was registered on 6th August, 2024, pursuant to order dated 2nd August, 2024 passed by this Court in WP(C)10550/2024 and WP(C)13308/2023. This Court while transferring the investigation of the case from Delhi Police to Central Bureau of Investigation³ directed to probe the incident of flooding in the basement of a coaching centre, in Old Rajinder Nagar, wherein three

¹ ['BNSS']

² ['BNS']

³ ['CBI']



students lost their lives and also to probe the potential involvement of corruption or negligence/inaction by the public servants or by any other persons punishable Prevention of Corruption Act, 1988 or under other applicable laws and offences. The investigation has revealed that the coaching institute by the name of 'RAU's IAS Study Circle', was being run in the building at BP-11, Bara Bazar, Old Rajinder Nagar, New Delhi⁴ which has basement, stilt/parking, ground floor, first floor, second floor and third floor. All the floors including basement were used by the said coaching centre. Specifically, the basement was being used for the purpose of Library/ Exam Hall, where students used to sit throughout the day for studying as well as for taking test conducted by the coaching institute.

2.2. The investigation further revealed that on 27th July, 2024 at about 1830 hrs, several students were studying in the library located in the basement of said Coaching Institute and it was raining in the locality. The rainwater quickly flooded the ground floor after the sudden collapse of the main building's sliding gates, which then caused water to enter the basement, resulting in flooding. While most of the students managed to escape, three students died.

2.3. The investigation also revealed that the joint owners of basement Floor of the subject property, are the Applicants herein i.e., (i) Tajinder Singh Ajmani S/o Surinder Singh (ii) Sarabjit Singh S/o Amarjit Singh (iii) Harvinder Singh S/o Amarjit Singh and (iv) Parvinder Singh Ajmani S/o Shri Jaspal Singh. These joint owners rented out the basement floor to Shri Abhishek Kumar Gupta *vide* a Lease deed dated 5th January, 2022 for 9 years at monthly rent of Rs 4 Lakh Rupees in contravention of the approved

⁴ ['subject property']



usage of the basement i.e., for the purpose of staircase, lift, parking use and household storage, car lift etc as mentioned in the completion cum occupancy certificate. It is a fact that the lessor and the lessee knowingly agreed to use the basement for the commercial purpose of running the coaching institute. The knowledge of the lessor and the lessee is well established from the fact that it has been specifically mentioned at para (d) of the lease deed that “*Lessee intends to use the schedule property for the commercial purpose/for coaching institute only.*”

2.4. The building was being used for running a coaching centre without a Fire Safety Certificate until 9th July, 2024. In fact, pursuant orders of the Delhi court, show cause notice dated 4th August, 2023 was issued by the Commissioner, MCD, to the owner/occupier, RAU’s IAS for violation of Master Plan Delhi-2021 for misuse of property under clause 347 of the DMC Act. Subsequently, on an application, a fire safety certificate dated 9th July, 2024 was issued by the Delhi Fire service, which was clearly not proper. The *quid pro quo* among the accused/applications and officials of various concerned departments under Prevention of Corruption Act, 1988 are yet to be carried out.

3. Mr. Mohit Mathur and Mr. Amit Chadha, Senior Counsel for the Applicants, point out that this Court *vide* order dated 13th September, 2024, after examining the facts of the case, and contentions of the parties, had granted interim bail to the Applicants. The said order also directed the Applicants to deposit Rs. 5 crores for creating the corpus for student welfare and for streamlining the functioning of coaching centres in Delhi. The Lieutenant Governor of Delhi was also directed to take a decision with regards to the said corpus towards providing compensation to families of the



deceased students. By virtue of the aforementioned order, the Applicants were released on interim bail, which has been extended from time to time.

4. On 8th November, 2024 the Supreme Court, in an appeal,⁵ filed by the Applicants, against the aforementioned order, while issuing notice stayed the condition imposed by this Court directing the Applicants to deposit Rs. 5 crores for creation of corpus. Subsequently by order dated 20th December, 2024, the said petition was disposed of with the following terms:

“1. *Leave granted.*

2. *Having heard learned Senior Counsel for the appellant, learned Additional Solicitor General for the Central Bureau of Investigation as well as learned counsel for the victims’ family, we set aside paragraph 26 of the impugned interim order dated 13.09.2024 to the extent of a direction to the appellants to deposit Rs.5 Crore in one go or in installments till 30.11.2024, with Red Cross Society. Accordingly, the interim bail granted to the appellants shall continue to operate. The High Court is requested to decide the bail matter as per its own merit. However, this will not preclude the appellants or any other person to contribute any voluntary donation in a corpus that may be created for the welfare of the victims or alike.*

3. *However, the High Court will be well-advised that instead Red Cross Society, such corpus can be created under the aegis of the State Legal Services Authority or the High Court legal Services Authority.*

4. *The appeals stand disposed of in the above terms.*

5. *As a result, the pending interlocutory applications also stand disposed of.”*

5. By the aforementioned order, the interim bail granted to the Applicants, was directed to continue and this Court has been directed to decide the bail on its own merits.

6. Counsel for the Applicants argue that the only reason, the Applicants have been implicated in the present case, is because they are the owners of

⁵ **Parvinder Singh Ors vs. Central Bureau of Investigation** SLP(Crl) Nos. 14851-14854 of 2024.



the building in which the unfortunate incident took place. It is submitted that the Applicants had merely given the basement and third floor on lease for running the coaching centre, which is an activity permissible by the norms of the MCD. Additionally, section 105 of the BNS Act is not in any manner attracted in the given facts of the case, against the Applicants, as they never had any 'knowledge' or 'intent' to commit the crime alleged by the prosecution. It is further submitted that there is nothing on record to show that if released on bail, the Applicants will misuse the liberty granted to subvert the justice. The paramount consideration of bail is to secure the presence of the Applicants during trials. The Applicants are permanent residents of the address provided and undertake to extend full cooperation.

7. Mr. Rajesh Kumar, SPP for Respondent, strongly opposes the bail application. He argues that the Applicants/owners of the subject property unlawfully granted the lease to the coaching institute for operating a commercial establishment, which was not permitted. Had the lease not been granted to the institute, the premises would not have been used for commercial purposes, and the unfortunate incident could have been prevented. Furthermore, the allegations against the accused/applicants are serious in nature. There is apprehension that in case bail is granted, they may influence witnesses. Therefore, it is submitted that at this stage, the Applicants do not deserve any leniency from the Court.

8. The Court has considered the aforementioned contentions. While adjudicating an application for bail, the Court must consider various factors, including the nature and gravity of the crime, the role attributed to the Applicant, the possibility of the Applicant absconding, and their past



antecedents. These factors are critical to ensuring that the balance between, the liberty of the individual and the needs of the investigation, is maintained.

9. Furthermore, it is well established through catena of judgments by the Supreme Court that the object of granting bail is neither punitive nor preventative. The primary aim sought to be achieved by bail is to secure the attendance of the accused person at the trial.⁶ In the present case, the investigation has been concluded and the chargesheet stands filed. While the nature of offence alleged are grave in nature, involving section 105 of the BNS, however, the role attributed to the Applicants must also be taken note of. The allegation against the Applicants is that they let out the basement for commercial purposes which was not permissible. However, whether the same amounts to an offence under section 105 and 106 of the BNS is for the trial court to decide based on evidence. At this stage, this Court can only form a *prima facie* opinion based on the material placed before it. It must be noted that the prosecution has primarily relied on clause (d) of the lease deed dated 5th January, 2024,⁷ reproduced above. However, *prima facie*, this court is unable to find how such a standard clause can attribute ‘knowledge’, under section 105 of the BNS, onto the Applicants. Furthermore, clauses 5.7.2, 5.7.4 and 5.7.8 of the lease deed makes it clear that it was the responsibility of the Lessee to obtain necessary permissions from the local authorities for conducting their business, that the Lessee was permitted to carry out necessary modifications to the scheduled property and that the Lessee was required to operate as per the mandate and bye laws of DDA/MCD or other local authorities. In such situation, the court, on a *prima*

⁶ See also: *Sanjay Chandra v. CBI*, (2012) 1 SCC 40; *Satender Kumar Antil v. Central Bureau of Investigation*, (2022) 10 SCC 51.



facie view, finds merit in the contention that the role of the Applicants was limited to being owners of property where the incident occurred. Moreover, the investigation regarding the aspect of corruption, is stated to be pending on the end of the CBI. However, there is no material placed on record either in the status report or otherwise, to indicate any corruption angle in the present petition against the Applicants. On a specific query put by this court, Mr. Kumar submits that, at this stage, he cannot make any comment on the role of the Applicants in relation to corruption allegations. Based on these considerations, the Court finds this a fit case for grant of bail.

10. At this juncture, Mr. Mohit Mathur states that, as directed by the Supreme Court, the Applicants wish to make a voluntarily donation of Rs. 5 lacs (in aggregate) in the corpus. Accordingly, it is directed that the Applicants shall, within a period of two weeks from today, deposit Rs. 5 lacs (in aggregate) with Delhi State Legal Services Authority, towards the welfare of the families of the deceased. The member secretary, DSLSA, shall then consider the claims from the families of deceased and issue direction for disbursal of the said amount after due consideration.

11. It is clarified that the aforementioned amount is a voluntary contribution from the Applicants and the Trial Court is at liberty to award compensation, if any, in addition to the aforementioned amount, upon conclusion of trial.

12. Accordingly, the order dated 13th September, 2024, granting interim bail is now confirmed as regular bail on the same terms and conditions.⁸

13. Needless to state, any observations concerning the merits of the case are solely for the purpose of deciding the question of grant of bail and shall

⁷ ['lease deed']

⁸ Terms and Conditions in order dated 13th September, 2024 to be read with order dated 20th December,



not be construed as an expression of opinion on the merits of the case.

14. With the above directions, the present bail applications, along with pending applications, if any, stand disposed of.

15. Registry is directed to list the matter for appropriate directions as and when the report of the committee mentioned in paragraph 19 of the order dated 13th September, 2024, is filed.

SANJEEV NARULA, J

JANUARY 21, 2025/as

2024, passed by the supreme court in SLP(Crl) Nos. 14851-14854 of 2024.