HIGH COURT OF UTTARAKHAND AT NAINITAL

First Bail Application No. 2304 of 2025

28 November, 2025

Kuldeep Nandrajog. …….. Applicant

Versus

State Of Uttarakhand. ……..Respondent

Present:
Mr. Sharang Dhulia, Advocate for the Applicant.
Mr. Sandeep Sharma, learned A.G.A. for the State.

Hon'ble Rakesh Thapliyal, J.
(Through V.C.)

1. Present applicant Kuldeep Nandrajog, son of Satpal Nandrajog, is praying for regular bail in reference to FIR dated 22.10.2023 bearing FIR No. 453 of 2023 Police Station - Bahadrabad, District Haridwar wherein present applicant along with others have been implicated for the offence punishable under Section 420 of IPC. On completion of the investigation, charge sheet has been filed against the present applicant for the offences punishable under Section 420, 120-B IPC.

2. Learned counsel for the applicant submits that the present applicant is the Director of the company, namely, M/s Octagon Builder and Promoters Private Limited, which is a company registered under the Companies Act, 1956. The said company, namely, Octagon Builders and Promoters Private Limited acquires certain lands for various individuals through their consortium partners in District Haridwar with an objective to develop an integrated township and for that purposes, the Companies have framed a scheme for development, sale and payment realization of a residential complex project on the said premises to be named as "Santour City". An agreement was executed for allotment of the land to the different allottees and

in reference to this, one such agreement for allotment for the instance, is also being enclosed.

3. It is argued that the agreement was signed by the Director of the Company as a First Party and the Allottee as a Second Party.

4. Clause 12 and Clause 49 of the agreement is relevant, which reads as under:

> *"12. If for any reason other than those given in clause No 10 here in above and same and except for beyond its control, the company is unable to give possession of the said plot to the Allottees within the due date or within any extended period, the Allottee(s) shall be entitled to give notice to the company within 90 (Ninety) days of such due extended date for termination this Agreement in which event the company shall be responsible only to consider at its discretion for any alternative property or to refund the amount paid by the Allottee(s) with simple interest of 18% per annum and no other compensation whatsoever.*
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> *49. All or any dispute arising out of or touching upon or in relation to the terms of this Agreement shall be settled amicable by mutual discussion falling which the same shall be settled through arbitration, the arbitration proceedings shall be governed by the Arbitration Act, any statutory amendments/modifications thereof for the time being in force. The venue of the arbitration shall be Noida."*

5. By referring the aforesaid clauses, learned counsel for the applicant argued that the dispute can only be resolved by

invoking Clause 49 and simultaneously before that as per Clause 12, if for the extended period the possession was not given, then the allottee can ask for the refund of money along with 18% interest.

6. He submits that lodging and registration of this FIR is completely contrary to the law declared by Hon'ble Apex Court in the case of **Lalita Kumar versus State of U.P, (2014) 2 SCC 1**. Wherein the Hon'ble Apex Court issued certain directions in Para No.120 which reads as under"

> *"120. In view of the aforesaid discussion, we hold:*
>
> *120.1. The registration of FIR is mandatory under Section 154 of the Code, if the information discloses commission of a cognizable offence and no preliminary inquiry is permissible in such a situation.*
>
> *120.2. If the information received does not disclose a cognizable offence but indicates the necessity for an inquiry, a preliminary inquiry may be conducted only to ascertain whether cognizable offence is disclosed or not.*
>
> *120.3. If the inquiry discloses the commission of a cognizable offence, the FIR must be registered. In cases where preliminary inquiry ends in closing the complaint, a copy of the entry of such closure must be supplied to the first informant forthwith and not later than one week. It must disclose reasons in brief for closing the complaint and not proceeding further.*
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> *120.4. The police officer cannot avoid his duty of registering offence if cognizable offence is disclosed. Action must be taken against erring officers who*

do not register the FIR if information received by him discloses a cognizable offence.

120.5. The scope of preliminary inquiry is not to verify the veracity or otherwise of the information received but only to ascertain whether the information reveals any cognizable offence.

120.6. As to what type and in which cases preliminary inquiry is to be conducted will depend on the facts and circumstances of each case. The category of cases in which preliminary inquiry may be made are as under:

(a) Matrimonial disputes/family disputes

(b) Commercial offences

(c) Medical negligence cases

(d) Corruption cases

(e) Cases where there is abnormal delay/laches in initiating criminal prosecution, for example, over 3 months' delay in reporting the matter without satisfactorily explaining the reasons for delay.

The aforesaid are only illustrations and not exhaustive of all conditions which may warrant preliminary inquiry.

120.7. While ensuring and protecting the rights of the accused and the complainant, a preliminary inquiry should be made time-bound and in any case it should not exceed fifteen days generally and in exceptional cases, by giving adequate reasons, six weeks' time is provided. The fact of such delay and the causes of it must be reflected in the General Diary entry.

120.8. Since the General Diary/Station Diary/Daily Diary is the record of all information

received in a police station, we direct that all information relating to cognizable offences, whether resulting in registration of FIR or leading to an inquiry, must be mandatorily and meticulously reflected in the said diary and the decision to conduct a preliminary inquiry must also be reflected, as mentioned above.

7. Learned counsel for the applicant submits that before making complaint for the purposes of registration of the FIR, the allottees-the complainant deliberately have not given reference of agreement of allotment. He submits that not only this, even before registration of the FIR, the concerned Official of the police department have not proceeded for a preliminary enquiry which is in fact in the mandate of the judgment of the Apex Court in the case of Lalita Kumar (Supra) . He further submits that registration of the FIR is completely against the mandate of the judgment of Hon'ble Apex Court in the case of Lalita Kumar's (supra).

8. In addition to this, he also placed before this Court one of the Office Memorandum of the Ministry of Corporate Affairs, Government of India dated 05.06.2024, wherein a reference of Central Act No.18 of 2013 has been given wherein there is reference of the applicant's company and submits that official concerned exceeded their jurisdiction by registering multiple FIRs. It is very strange that in this case, as informed to this Court by learned counsel for the applicant that as many as, 200 FIRs have been registered with the same nature of allegation.

9. Apart from this, learned counsel for the applicant submits that Coordinate Bench of this Court also granted bail in another FIR in reference to which two orders have been placed before

this Court one order passed by Coordinate Bench in BA1 No. 88 of 2025, which relates to FIR No. 484 of 2023 and another one relates to FIR No. 418 of 2023.

10. Learned State Counsel has not disputed that present applicant have been enlarged on bail by the Coorindate Bench. He also admits that present applicant has been granted interim bail in five bail applications by this Court on 04.08.2025.

11. After hearing the learned counsel for the parties and further taking into consideration that on the same set of allegations almost more than 200 FIRs have been lodged, this Court is of the view applicant deserves for bail.

12. Accordingly, without expressing any opinion on the merit of the case, bail application is allowed.

13. Let the applicant Kuldeep Nandrajog S/o Satpal Nandrajog, be enlarged on bail on furnishing his personal bond and two sureties each of the like amount to the satisfaction of the court concerned.

(Rakesh Thapliyal, J.)
28.11.2025

Nahid