(2013) 01 DEL CK 0264

In the Delhi High Court

Case No : Bail Application 1814 of 2012

M.M. Sehgal APPELLANT

Vs

State (NCT of Delhi) RESPONDENT

Date of Decision : 07-01-2013

Acts Referred:

Citation : (2013) 01 DEL CK 0264

Hon'ble Judges : G.P. Mittal, J

Bench : Single Bench

Advocate : Deepak Dhingra, with Mr. Nishant Arora, for the Appellant; Jasbir Kaur, APP for the State and Harish Malhotra, with Mr. R.K. Modi, for the Respondent

Final Decision : Dismissed

Judgement

G.P. Mittal, J.—These two Petitions for anticipatory bail u/s 438 of the Code of Criminal Procedure, 1973 (Cr.P.C.) have been filed by the Petitioners M.M. Sehgal and his wife Smt. Anjali Sehgal. The case of the Petitioners is that the Petitioner M.M. Sehgal is aged 76 years while Petitioner Anjali Sehgal is aged about 72 years. They are former Managing Director and Director of M/s. Kent Properties Pvt. Ltd. It is urged that the Petitioner M.M. Sehgal is suffering from various ailments such as colon problem. The averments made in the FIR lodged by the Complainant Jagmohan are false, primarily, the dispute between the Complaint and M/s. Kent Properties Pvt. Ltd. and Sehgal Papers Limited, which is a family concern of the Petitioners, is of a civil nature. The litigation before the Company Court, Punjab & Haryana High Court and High Court of Delhi as well as other civil proceedings are pending before various Courts. The company Sehgal Papers Limited is under liquidation since the year 1983.

2. The Complainant''s case has been briefly stated in Paras 9, 10 and 11 of the application which are extracted hereunder:-

9. The Petitioner submits that it is the contention of the complainant in the FIR

as also the civil proceedings initiated by him that during the pendency of the said petition for revival of Sehgal Papers Ltd., the company under liquidation, filed by the Petitioner herein before the High Court, Chandigarh, he alongwith one, Jaishree Baba Projects Pvt. Ltd. and Jagat Overseas approached the Petitioner and other directors of a company, Kent Properties Pvt. Ltd. That Mr. Jagmohan further alleges and clims in the FIR that the said alleged Sehgal Group comprising of Petitioner, his wife and daughters allegedly orally and verbally, represented to him and the said other two concerns that the entire liability of the company under liquidation, Sehgal Papers Ltd. could be settled with the arrangement of 20-40 crores and in case the complainant was able to arrange the said amount, the company under liquidation could be revived with an alleged equal participation of Mr. Jagmohan and its so called associates. The complainant further allegedly claims that Sehgal Group further allegedly orally offered that since it was holding major shareholding in the company under liquidation and as such at the time of permission for its revival, they shall transfer 50% of the entire shareholding held by them in company under liquidation in favour of Mr. Jagmohan and its alleged associates. The complainant further allegedly claims that it was further allegedly verbally agreed between the parties that surplus land of the company under liquidation would then be redeveloped in collaboration with Mr. Jagmohan which after development would be allegedly sold and from the sale proceeds the operation of the said company in liquidation would be revived and reconstructed and surplus if any would again be allegedly utilized to repay to Mr. Jag Mohan the amount advanced by him with interest @ 18% with further rights to him to have 50% share in the profits to be earned from the business activities of the company under liquidation after its revival. The said alleged contention of Mr. Jag Mohan is the sold basis of the FIR and other civil proceedings initiated by Mr. Jagmohan.

(emphasis supplied).

10. The Petitioner submits that the Complainant further alleges that it was further verbally offered to him that till such time the amount advanced by him and its associates are fully paid with interest @ 18% per annum. Mr. Jagmohan and its associates would allegedly remain the secured creditors of the Company in liquidation and shall have the first charge and lien on all the assets of the Company in liquidation and in addition thereto 50% of the entire shareholding of the company under liquidation and its associates shall vest with Mr. Jagmohan.

11. The complainant allegedly claims that believing in the said all verbal assurances he and his alleged associates became agreeable to the proposal and he along with associates made arrangements for advancing Rs. 36.50 crores to Sehgal Group. The complainant further alleges that he made arrangement to the extent of Rs. 8.50 crores, that Jaishree Baba Projects made arrangements to pay Rs. 2.20 crores and that Jagat Overseas made arrangement to pay Rs. 25.80 crores. The complainant further claims that they paid all these amounts to a company Kent Properties Pvt. Ltd. so as to reach one time settlements with all

the banks/financial institutions of the company under liquidation as also all other creditors. Thus Mr. Jagmohan alleges and claims that he and his associates in this manner paid Rs. 36.50 crores by account payee cheques to Kent Properties Pvt. Ltd.

3. It is not in dispute that a sum of about Rs. 35 crores was paid by the Complainant and his associates. A sum of Rs. 25.8 cores and Rs. 2.20 crores paid by Jagat Overseas and Jaishree Baba Projects was also assigned in favour of Mohan Built & Developers Pvt. Ltd., a concern belonging to the Complainant. Thus, admittedly, a huge sum of about Rs. 35 crores was paid by the Complainant and his associates in the year 2006.

4. It is urged by the learned counsel for the Petitioners that the only understanding between the parties was to pay interest @ 6% per annum. The plea raised on behalf of the Petitioners does not inspire any confidence. The interest on long term fixed deposits issued by Nationalized banks is much more than what is stated by the learned counsel for the Petitioners.

5. Prima facie it appears that the understanding between the parties was to revive Sehgal Papers Ltd. and to develop the surplus land and get a good amount of profit as stated by the Petitioners in Para 9 of the application as extracted above. Although, the sum of about Rs. 31 crores was paid to the various secured creditors but the remaining amount of about Rs. 5 crores was not paid which liability is now stated to be about Rs. 14 crores.

6. In the facts and circumstances of the case, the age and physical condition of the Petitioners would not weigh with this Court to grant them pre arrest bail.

7. The Petitions are accordingly dismissed. Pending Applications, if any, stand disposed of.