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§~85 & 86

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

% *Date of Decision: 25.02.2026*

+ **BAIL APPLN. 765/2026**

HIMANSHU GUPTAPetitioner

Through: Mr. Ajay Paul, Ms. Geetu Paul, Mr. Dayanand Sharma and Mr. Kamlesh Chandra Tripathi, Advocates

versus

THE STATE OF NCT OF DELHIRespondent

Through: Mr. Naresh Kumar Chahar, APP for the State
Ms. Neha Singh, Ms. Aastha Chaturvedi and Rahul Vats, Advocates for victim.
Mr. Satender Dabas, Executive Engineer, Delhi Jal Board.

(86)

+ **BAIL APPLN. 766/2026**

KAVISH GUPTAPetitioner

Through: Mr. Ajay Paul, Ms. Geetu Paul, Mr. Dayanand Sharma and Mr. Kamlesh Chandra Tripathi, Advocates.

versus

THE STATE OF NCT OF DELHIRespondent

Through: Mr. Naresh Kumar Chahar, APP for the State



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Ms. Neha Singh, Ms. Aastha Chaturvedi and Rahul Vats, Advocates for victim.
Mr. Satender Dabas, Executive Engineer, Delhi Jal Board.

CORAM:
HON'BLE DR. JUSTICE SWARANA KANTA SHARMA

JUDGMENT

DR. SWARANA KANTA SHARMA, J. (Oral)

1. By way of these applications, the applicants seek grant of anticipatory bail in case arising out of FIR bearing no. 35/2026, registered at Police Station Janakpuri, Delhi for the commission of offence punishable under Sections 105/238(b)/9(2)/3(5) of the Bharatiya Nyaya Sanhita, 2023 [hereafter '*BNS*'].

Factual Background

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



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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.

Submissions before the Court

3. The learned APP appearing for the State has argued that the offence in question is of a serious nature. It is submitted that during investigation, upon analysis of the CCTV footage, it was revealed that no precautionary or safety measures, such as display of caution boards, barricading or other warning mechanisms, had been put in place by the contractor or the labourers at or around the excavation site, which ultimately resulted in the death of a young motorcycle rider. It is further submitted that the CCTV footage also shows that immediately after the incident, one labourer, namely Yogesh, was seen covering the excavation site by placing barricades and curtains on the road where the incident had occurred. Investigation has further revealed that the said labourer Yogesh had informed the sub-contractor, Rajesh, about the incident at around 12:22 AM on 06.02.2026, i.e., within a few minutes of the incident. Thereafter, the sub-contractor Rajesh is stated to have informed the present accused Himanshu Gupta, brother of co-accused Kavish Gupta, through a WhatsApp call at about 01:56 AM, following which they remained in continuous contact with each other till the morning hours. It is further contended that the DJB had issued a work order on 09.10.2025 for rectification of peripheral sewer lines in the Janakpuri area to



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KKSIL-O LINER JV, a joint venture having lead partner as M/s K.K. Spun Indian Limited [hereafter '*KKSIL*'], of which the present applicants, i.e. Himanshu Gupta and Kavish Gupta, are Directors. As per the terms of the contract, the contractor was responsible for execution of the work, ensuring compliance with all safety norms and precautionary measures, as well as for obtaining necessary permissions and approvals from the concerned Government Departments. It is further revealed that KKSIL had sub-contracted the said work to co-accused Rajesh Kumar of M/s Trimurti Associates.

4. The learned APP further submits that during investigation, it was revealed that co-accused Rajesh Kumar had visited the spot after the incident and, instead of taking steps to provide assistance to the victim, was engaged in covering the pit by placing curtains and barricades around it, despite the body of the deceased being inside the pit, allegedly to prevent detection of the incident. It is further argued by the learned APP for the State, as also by the learned counsel for the complainant, that the applicant Himanshu Gupta was in continuous contact with co-accused Rajesh immediately after the incident, from the time of the WhatsApp call at 01:56 AM till the morning hours. It is also submitted that the applicants, being Directors of KKSIL, are in possession of material documents pertaining to the contract, including permissions and approvals required for execution of the work, and are personally liable in the present case, particularly in view of the fact that KKSIL had executed



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a sub-contract dated 26.06.2025 in favour of co-accused Rajesh, and it is to be unearthed as to how the applicants had executed a sub-contract in favour of the co-accused Rajesh about three to four months prior to the work order for the project in question being awarded to them by DJB. It is further contended that the General Manager of KKSIL, during interrogation, disclosed that he used to obtain instructions from applicant Himanshu Gupta regarding the day-to-day operations of the company. It is also submitted that despite repeated requests by the Investigating Officer (I.O.), the applicants have failed to provide crucial information and documents relating to the permissions which were required to be obtained by KKSIL prior to commencement of the work. Therefore, it is prayed that the present bail applications be rejected.

5. *On the other hand*, the learned counsel appearing for the applicants argues that the applicants were suspended Directors of KKSIL during the relevant period and had no role whatsoever in the day-to-day affairs or management of the company. Reliance is placed upon the order dated 11.07.2025 passed by the National Company Law Tribunal [hereafter '*NCLT*'], whereby the applicants stood suspended. It is contended that the alleged incident pertains to a period subsequent to their suspension and, therefore, in the absence of any operational control or managerial authority, no vicarious liability can be fastened upon them. It is further submitted that any cooperation extended by the applicants to the Interim Resolution Professional was strictly in compliance with their statutory obligation



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under Section 19 of the Insolvency and Bankruptcy Code, 2016, and cannot be construed as exercise of control over the affairs of the company during the moratorium period. The learned counsel further submits that approval for execution of the works in question was granted by the DJB on 09.10.2025, i.e., during the period of the applicants' suspension. It is argued that prior to such approval, no work could have lawfully commenced at the site, particularly during the monsoon period, and thus no role can be attributed to the applicants in respect of the works sanctioned thereafter. It is further submitted that although a work order dated 27.06.2025 was issued to M/s Trimurti Associates in anticipation of approval *qua* the work order in question, since KKSIL had been earlier granted similar work orders in past for different areas of Delhi, both the formal approval and handing over of the site took place only after the applicants had ceased to exercise any authority in the company. It is contended that, in these circumstances, the unfortunate incident resulting in the death of the motorcycle rider cannot be attributed to the applicants. It is further argued that the essential ingredients of Section 105 of BNS are not made out from the contents of the FIR and, at best, the allegations may attract Section 106 BNS, which is a bailable offence. With respect to the applicant Kavish Gupta, it is specifically submitted that even as per the prosecution case, there are no allegations of any communication or contact between him and co-accused Rajesh either prior to or after the incident. On these grounds, it is prayed that the applicants herein be granted anticipatory bail.



6. This Court has **heard** arguments addressed on behalf of the applicants, complainant and the State, and has perused the material on record.

Analysis & Findings

7. In the present case, the record reveals that the tender/contract in question was awarded to KKSIL, wherein the General Conditions of Contract, as set out in the Delhi Jal Board's *Rehabilitation of the Peripheral Sewer Lines in Delhi*, govern the obligations of the contractor. Clause 3 thereof deals with "Contractor & Contractor Obligations". Clause 3.2 specifically pertains to "Subcontracting" and provides as under:

3.2.1 A minimum of the following activities shall be performed by the Contractor and shall not be subcontracted:

- (i) Project Management
- (ii) Planning, Scheduling, Monitoring
- (iii) Quality Assurance

3.2.2 Prior approval of the Employer shall be required before subcontracting any portion of the Contract. The approval shall be based on the competency of the subcontractor to carry out a similar kind of activity which is proposed to be subcontracted."

8. A plain reading of the above clauses indicates that, firstly, even where subcontracting is otherwise permissible, the core activities of Project Management, Planning, Scheduling, Monitoring and Quality Assurance cannot be subcontracted by the primary contractor. Secondly, the contractor is not permitted to subcontract any portion of the project work without prior approval of the DJB.

9. In this backdrop, the contention raised on behalf of the



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applicants that execution of a sub-contract dated 27.06.2025 absolves them of responsibility for ensuring safety measures at the project site is liable to be dismissed on the reasons recorded in succeeding paragraphs.

10. As noted above, clause 3.2.2 of the contract clearly stipulates that no subcontracting could have been undertaken without prior permission of DJB. As informed by the State, as well as by the officials of DJB appearing before this Court, no such permission was obtained in the present case. Even otherwise, assuming that a sub-contract was entered into after obtaining permission from DJB, such subcontracting could not have extended to core functions such as monitoring, planning, management, and quality assurance of the project, which were contractually required to be performed by the contractor itself.

11. The investigation till now also reveals that KKSIL had executed a sub-contract in favour of M/s Triumurti Associates of co-accused Rajesh on 27.06.2025, i.e. nearly 3-4 to months prior to the work in question being formally awarded by the DJB on 09.10.2025. *Prima facie*, a sub-contract could not have been executed for a contract which was not in existence as on the date of the alleged sub-contract.

12. The record further reflects that two to three show-cause notices were issued to KKSIL in relation to execution of the project work, and that the project commenced in February 2026. This Court has been informed that the excavation in question, namely the large pit at



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the site, was dug during daytime on 05.02.2026, and that the incident occurred at around midnight on 06.02.2026.

13. It is also noted by this Court that the applicants herein had failed to inform DJB about the order passed by the NCLT. The DJB has stated before this Court that the applicants were duty-bound to disclose the same. The *plea of the applicants* that the NCLT order was published in newspapers and was therefore presumed to be within the knowledge of DJB does not, at this stage, finds favour with this Court, particularly when the work order was issued in the name of the company subsequent to the passing of order by the NCLT. Even thereafter, when show-cause notices were issued to the company in the year 2025-2026, no such disclosure was made to DJB. It is also noteworthy that, as per the NCLT's order, the applicants were required to assist in the day-to-day functioning of the company.

14. The Status Report filed by the State also reflects, through CDR analysis, that the applicant Himanshu was 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.

15. Further, the replies given by the applicants during interrogation, as reflected in the case diary, indicate that 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, stating instead that he presumed the sub-contractor would have attended to the same. It is noted that it is particularly shocking since the primary duty to ensure safety measures at the project site rested upon the contractor and such responsibility could neither have been delegated to a sub-contractor nor could it have arisen even prior to execution of a valid contract between the contractor and the employer. Rather, the record indicates that the alleged sub-contractor was engaged and made to work at the site in the absence of a subsisting primary contract, on the basis of which a lawful sub-contract could have been entered into.

16. As regards the obligations of the contractor, this Court's attention has been drawn to the relevant clauses of the General Conditions of Contract, as set out in the DJB's *Rehabilitation of the Peripheral Sewer Lines in Delhi*, which read as under:

“3.11 Sign Board/ Caution: The Contractor shall provide sign/caution/ diversion board indicating complete name of work date of start, date of completion. Contract Price, name of Employer, name of the Executive Engineer with office address and telephone number, name of the executive agency, at his own cost at the Site.

3.13.4 When the work is done near a place where there is risk of danger or accident, all necessary equipments shall be provided and kept ready for use, all necessary steps shall be taken for prompt rescue of any person in danger and adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

3.23 Precautions during execution:

(i) The Contractor shall comply with instructions issued by the Employer in respect of road maintenance and inter utility code of conduct for excavating trenches across and along various roads and other places in all respects, In case of non compliance the contractor shall be liable to pay liquidated damages for various lapses.



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ii) The contractor shall have to provide MS sheet barricading or as provided in BOQ up to a minimum height of 2 meters above ground level all around the Site of excavation and trenches as per direction of Engineer-in-Charge. Such barricading must be provided before taking up the excavation work and must remain in position till complete filling back of excavated trenches and resurfacing work, if any. The sheets must be painted in red & White stripes with fluorescent paint.

23.0 Responsibility of damage to person or property.

23.1 The Contractor will be absolutely and solely responsible for any accident that may occur during the progress on the work and for injury or damage to the persons or property of any description whatsoever which may be caused by or result from the execution of the work. The Contractor shall at his own work.

28.0 Watch and ward

28.1 Adequate arrangements shall be made for lighting, chowkidars etc. to safeguard against accidents & suitable passage ways shall be provided wherever needed during the progress of the work for access to the site/ buildings.

28.2 It shall be responsibility of the Contractor to watch & ward all fittings and fixtures till such time the possession of the work is handed over to Engineer-in-charge.”

17. The above-noted clauses of the Contract clearly demonstrate that the responsibility for signage, barricading, monitoring and safety during execution of the work was squarely upon the contractor. Further, the contractor bears absolute and exclusive responsibility for any accident, injury, or damage to persons or property arising during the execution and progress of the work, and that such liability rests entirely upon the contractor at his own risk and cost.

18. Even the work order dated 09.10.2025 issued in favour of KKSIL stipulated as under:

“Accordingly, you are hereby instructed to commence the work at the earliest and proceed as per the approved scope, specifications, and guidelines.



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Please ensure that all safety protocols and quality standards are strictly adhered to during the execution of the work.”

19. The record further reflects that the DJB had sought permission from the Deputy Commissioner of Police, Delhi Traffic Police, for excavation of the road, which permission was granted on 05.01.2026, subject to strict compliance with several conditions, which are as under:

“1. The agency shall make proper liaising with concerned ACP/T & TI and inform them well in advance before starting the work.

2. The work should be done during Night hours from 2200 hrs to 0600 hrs only

3. Prior permission should be obtained from concerned agencies

4. Proper barricading/blinker/road safety measures should be installed during the work.

5. There should be no complaint of traffic jam & nuisance from local residents/general public due to this work.

6. It should not hamper the usual flow of traffic.

7. All necessary diversion warning, information and mandatory boards shall be installed at appropriate places for the guidance of general public and various road users regarding traffic circulation etc.

8. Safe passage to pedestrians for safe crossing of road be provided and shall deployed adequate number of marshals round the clock to help the pedestrians till finalization of work.

9. Adequate barricading with warning electric beacon light, signages at suitable location and florescent tapes on barricade should be made during the work.

10. All safety measures should be adopted to ensure safety of all road users.

11. No Malba/Material should be left on road after completion of work, road will be restored back to normal position.

12. There should not be any blockage to general traffic, proper and smooth way be given to the commuters.

13. Permission will be withdrawn in case of any VVIP movement or any exigency.

14. No vehicles/gadgets shall be left unattended during the work.

15. If during the work, any damage caused to cables of traffic signals/blinkers than the cost of repair/replacement shall be borne by your office.



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16. Any other direction given by area traffic officers from traffic management point of view in the general interest of public shall be complied with.

17. The organizer shall strictly follow the clauses mentioned in 198A of MV Act and any violation of the same shall entail punishment under the Section 198A MV Act.

Non-compliance of the above mentioned terms & conditions may entail an termination/cancellation/withdrawal of the NOC.”

20. These conditions, *inter alia*, included prior coordination with traffic authorities, execution of work only during night hours from 22:00 hours to 06:00 hours, installation of proper barricading, blinkers and road safety measures, provision of diversion and warning signages, ensuring safe passage for pedestrians with deployment of adequate marshals, installation of electric beacon lights and fluorescent tapes on barricades, and adoption of all safety measures to ensure the safety of road users. The permission further stipulated that non-compliance of the conditions could result in cancellation or withdrawal of the NOC.

21. Thus, the permission itself clearly records that excavation work could be undertaken only upon fulfilment of the stipulated safety conditions, and only thereafter could the site have been lawfully handed over for execution of work.

22. However, as admitted by the learned counsel appearing for the accused persons during the course of arguments, the excavation work was carried out during **day time** on 05.02.2026, in contrast to permission granted by the DCP concerned to carry out the work **only at night**; whereas the accident took place at night, at a time when no safety measures were in place at the site. It is further noted that no



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complaint was lodged by any traffic police personnel either with the DJB or with the Delhi Police regarding the existence of such a large excavation pit without safety measures. A copy of the permission letter dated 05.01.2026 had been sent to the concerned ACP of Traffic Police and therefore, it was within their knowledge that only a conditional permission had been granted by the concerned DCP in the present case. Despite this, no authority, whether the Traffic Police, the DJB, or the primary contractor i.e. KKSIL and its directors i.e. applicants herein, appears to have discharged its respective duty or ensured compliance with the stipulated conditions.

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



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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



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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



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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.

28. **The *modus operandi* of indulging in a blame game and shifting responsibility from one person to another must now come to an end.** Neither the authorities nor the persons involved can shirk responsibility and treat the present incident merely as an accident. In this Court's view, it was a preventable incident, and the negligence, as well as the knowledge of the likelihood of such an incident taking place, stares hard from the facts of the case.

29. **It is high time that the citizens of Delhi are no longer taken for granted and that their lives are valued.** Incidents such as the present one cannot also be treated as only violations of the terms of a contract; rather, the loss of an innocent young life, a member of the community, must be acknowledged and mourned, and those responsible must be brought to book. When a pit measuring about 20



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feet in length, 13 feet in width and 14 feet in depth is dug in the middle of a busy road, in utter violation of the work permit conditions, tender conditions and traffic police permission conditions, and when no blinkers, barricades or safety measures are provided and no safety equipment mandated under the contract is deployed at the site, would inevitably result in an untoward incident.

30. Moreover, there is no question of fastening vicarious liability upon the applicants who are directors of the company merely on account of their designation, as contended by the learned counsel; but it is to be noted that the primary liability under the contract rests with the company entrusted with execution of the work. This Court also does not find the argument of the learned counsel for the applicants acceptable, as every citizen of Delhi using public roads has a legitimate expectation that such roads are safe, and that any contractor undertaking excavation work has taken adequate safety measures so that the common citizen does not fall prey to deep and unguarded pits. This Court is also of the view that, as per the terms of the contract/tender, the duty to ensure safety at the work site was non-delegable in nature, particularly when it would be reasonably foreseeable to the contractor that citizens and vehicles would continue to pass through the area. Breach of such a mandatory duty has resulted in the absence of even elementary safety measures, culminating in the death of an innocent citizen. A message must also go to the community that a person or entity awarded a public contract undertakes it with responsibility, and if such responsibility is



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abdicated, accountability under the law must follow.

31. Furthermore, as already noted, the very execution of the alleged sub-contract dated 27.06.2025 itself requires investigation, since it is claimed to have been entered into on the basis of a primary contract which, on the date of the sub-contract, had not even been awarded. The circumstances under which such a sub-contract was executed, and the other connected aspects, can be examined only through custodial interrogation of the accused persons.

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.**

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.

36. If contractors engaged in public works on behalf of the State are permitted to escape the rigour of law without fear of consequences, it would endanger the lives of citizens at large. Courts, even while considering bail applications, cannot remain oblivious to



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their social duty and the impact their orders may have on societal conscience. A lenient approach in the facts and circumstances of the present case would send an alarming message of indifference towards accountability of those who, *prima facie*, **convert public roads into death traps**, reduce human life to collateral damage of contractual work, and seek to evade responsibility thereafter.

37. In these circumstances, this Court is of the view **that a young life has been lost due to gross human negligence and a complete disregard of duty**. To reiterate, the unauthorised delegation of public work, by the contractor to a sub-contractor, does not absolve the responsibility of the applicants herein flowing from the original contract, nor does the plea of CIRP proceedings dilute their criminal liability for the reasons already discussed. While CIRP proceedings may deal with the financial distress of a company, they do not, in the facts of the present case, absolve the company or those responsible of their social and criminal liability. As already discussed above in detail, in paragraph 25 to 28, the applicants were communicating with the DJB regarding the contract/project in question even after passing of order by NCLT and they never informed the DJB about the order passed by the NCLT. Further, the conduct of the alleged sub-contractor Rajesh, coupled with his continuous communication with the present applicants after the incident in question had taken place at night, also calls for analysis of the CDRs of all accused persons and message exchanges between them, particularly in view of the serious allegations that after the accident, and after informing



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the applicants, there was a hurried attempt at post-incident damage control by placing signage at the site, even while the victim was still lying in the pit. This conduct also *prima facie* indicates that the applicants herein and the co-accused were well aware of the requirement of placing signage and safety measures at the spot and of the danger posed by an unattended, deeply dug pit in the middle of a public road.

38. This Court further notes that NBWs were issued against the applicants on 09.02.2026. Considering that the investigation is still ongoing and that the evidence in the present case is yet to be recovered, there exists a reasonable apprehension, at this stage, that grant of anticipatory bail may hamper effective investigation, including recovery of material documents, and may also result in tampering with evidence or influencing of witnesses.

39. For the reasons recorded hereinabove, and in view of the gravity of the alleged offence, coupled with the pre-incident and post-incident conduct of the accused persons, does not persuade this Court to grant the protection of anticipatory bail to the applicants herein. More so, where a public work undertaken by a contractor is executed in total disregard of human life, it must **invite serious scrutiny under the law.**

40. Suffice it to say, **the precious lives of the general public cannot be left to the mercy of God** while excavation work is carried out on busy roads without ensuring basic safety measures.



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41. Accordingly, the bail applications are dismissed.
42. **Nothing expressed** hereinabove shall tantamount to an expression of opinion on the merits of the case.
43. The judgment be uploaded on the website forthwith.

DR. SWARANA KANTA SHARMA, J

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