

10.09.2026

Present: Sh. Mukul Kumar, Ld. Addl. PP for the State.
Ms. Ankita Gautam, Sh. Abhishek Sharma, Sh. Harsh Gautam,
Sh. Keshav Pratap Singh and Sh. Neeraj Kanwar, Ld. Counsels for the
applicant/accused.
IO Inspector Narender Kumar along with SI Atun in person.

A) INTRODUCTION

1. This is the first application under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (hereinafter "BNSS") preferred by the applicant, Shubham Tyagi, seeking a direction that in the event of his arrest in FIR No. 153/2026 dated 06.09.2026, registered at Police Station South Campus, District South-West, Delhi, under Sections 105, 290 and 125(a) of the Bharatiya Nyaya Sanhita, 2023 (hereinafter "BNS"), he be released on anticipatory bail.
2. Heard Ms. Ankita Gautam, Advocate, appearing with Mr. Abhishek Sharma, Mr. Harsh Gautam and Mr. Keshav Pratap Singh, Advocates, for the applicant. Heard the learned Additional Public Prosecutor for the State, assisted by the Investigating Officer, Inspector Narender Kumar, P.S. South Campus. Perused the application, the brief note filed on behalf of the applicant, the reply of the Investigating Agency, the First Information Report, both rent agreements placed on record, and the statements of witnesses recorded during investigation. Brief note of submissions also filed by Ld. Counsel for accused/applicant.

B) BRIEF FACTS

1. On 06.09.2026 at about 1:00 p.m., the building bearing Shop/Building No. 14, Satya Niketan Market, Moti Bagh-II, New Delhi, which was being run as a paying-guest accommodation under the name "Hostel Daze / Hosteldaze (PG)",

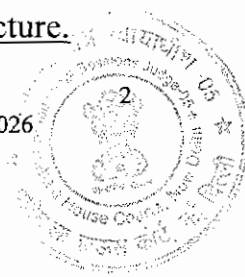


suddenly collapsed. A PCR call was received at P.S. South Campus vide DD No. 20A. Rescue operations were undertaken with the assistance of the Fire Brigade, NDRF, Civil Defence, District Crime Team and ambulance services. Several occupants were extricated from the debris and shifted to AIIMS Trauma Centre and other hospitals.

2. As per the status placed before this Court, seven persons have expired — five of them being students and two being labourers — and other persons sustained injuries and remain under treatment. The FIR was registered on the same day under Sections 105, 290 and 125(a) BNS. The accused were initially shown as “Unknown”. Subsequent investigation led to the arrest of Smt. Urmila Gupta, Sh. Hari Ram Gupta and Sh. Mahesh Gupta @ Sanjay (owners / beneficiaries of the building) on 07.09.2026, and of Sanoj (contractor) and Sudhanshu Lovenish Kumar (PG operator / co-lessee) on 09.09.2026. The present applicant has not been arrested and has approached this Court for anticipatory bail.
3. The FIR, based on local inquiry at the spot, records that the building was quite old; that additional floors had been raised over the years (ground plus four); that construction activity was also underway; and that the load-bearing capacity of the structure was exceeded, resulting in the collapse. The precise structural cause is stated to be under expert examination.

C) CASE OF THE APPLICANT

1. The applicant describes himself as an Advocate enrolled with the Bar Council of Delhi (D/10489/2024), practising at Patiala House Courts, with no criminal antecedents. His case, as set out in the application and the brief note, is, in substance, as follows:
 - (a) A friend of the applicant, namely Sudhanshu Lovenish Kumar, used to run a boys’ paying-guest business. Since Sudhanshu belonged to a humble family, the applicant used to invest money in that business. The applicant is not the owner of the building and had no title, control or decision-making authority over its structure.



(b) A notarised rent agreement dated 06.09.2025 was executed between Smt. Urmila Gupta (lessor) and Sudhanshu Lovenish Kumar (lessee) in respect of "Above Shop No. 14, Satya Niketan Market, Moti Bagh-2, Upper Ground and 1st Floor", at a monthly rent of Rs. 52,500/- for the period 01.09.2025 to 30.08.2026, against a security of Rs. 1,05,000/-. The said agreement (Annexure B) stipulated that the premises would be used "only for Boys PG" and for "Residential Purpose only"; that the lessee was barred from carrying out "any structural alteration or addition"; and that only minor repairs were the lessee's responsibility.

(c) The FIR does not name the applicant and does not attribute any specific overt act to him. The unauthorised / excessive construction and any basement work, if undertaken, were exclusively at the instance of the owners. The contractor Sanoj is stated to have said that the additional construction was being done solely on the instructions of the owners. The ground floor and basement had a separate entry and were in the owners' possession, so the applicant could not have had knowledge of basement excavation. The rent agreement of Sudhanshu had already expired on 30.08.2026 and was not extended; no rent for September 2026 was paid. The essential ingredients of Section 105 BNS — intention to cause death or knowledge that the act is likely to cause death — are not attracted. Sections 290 and 125(a) BNS are bailable. No recovery is required from the applicant. He is a permanent resident, has deep roots in society, is not a flight risk, and undertakes to join investigation.

2. Reliance is also placed on the circumstance that no government official of the concerned civic / municipal authorities has been arrested, despite observations of the Hon'ble High Court of Delhi in W.P. (C) 2752/2026 dated 07.09.2026.

D) STAND OF THE INVESTIGATING AGENCY

The State through Ld. Addl. PP has strongly opposed the application. In the written reply and in the course of arguments, it is submitted that:



1. The applicant is not a mere investor. He is a co-lessee and business partner of co-accused Sudhanshu. They jointly ran paying-guest accommodations under the name "Hotel / Hostel Daze" at Building Nos. 14, 186 and 165, Satya Niketan. Building No. 14 was taken on a combined rent of Rs. 1,05,000/- per month from Smt. Urmila Gupta.
2. Two separate rent agreements, both dated 06.09.2025 and covering the same tenure (01.09.2025 to 30.08.2026), were executed on the same day: one in favour of Sudhanshu for the upper ground and first floors, and the other in favour of the present applicant for the second and third floors of the very same building. The applicant annexed only Sudhanshu's agreement as Annexure B and suppressed his own agreement.
3. The applicant, despite being an Advocate, was running a commercial paying-guest facility in a residential / old building without requisite permissions, and continued to do so even while construction / alteration was underway in the basement and on the ground floor.
4. Witness Nitish Chib (injured), a paying guest, has stated that he took the accommodation from both Shubham and Sudhanshu at Rs. 14,500/- per month, paid through a scanner provided by them, and that when he and other students complained of construction noise and of iron rods (*saria*) being cut on the ground floor, both accused told them that renovation was going on and that the PG would be extended to the basement, and even threatened him and other students with vacation. Construction continued despite protests.
5. Investigation is at the initial stage. Custodial interrogation of the applicant is stated to be necessary to confront co-accused, to trace the money trail of the PG business, to ascertain the extent of knowledge and consent regarding the structural work, and to prevent tampering with evidence and influencing of surviving occupants. The offence is grave: seven lives have been lost.



E) MATERIAL PLACED DURING ARGUMENTS — THE CONCEALED RENT AGREEMENT

1. A feature of this application which this Court cannot overlook is the manner in which the tenancy documents have been presented. In the application it is repeatedly asserted that the property was taken on lease by the applicant's friend Sudhanshu; that the applicant merely "invested some money"; and that Annexure B (Sudhanshu's rent agreement for the upper ground and first floors) is the governing document. What was not disclosed in the application, and what was produced by the Investigating Agency during arguments, is a second rent agreement, also dated 06.09.2025, executed between Smt. Urmila Gupta as lessor and the present applicant, Shubham Tyagi, as lessee, in respect of the second and third floors of the very same Building No. 14, Satya Niketan Market, Moti Bagh-2, on identical commercial terms — rent of Rs. 52,500/- per month, security of Rs. 1,05,000/-, tenure from 01.09.2025 to 30.08.2026, user "only for Boys PG".
2. Both instruments are dated the same day, employ substantially identical wording, and are attested by the same Notary Public. The e-stamp papers were generated from the same account reference at nearly the same time: Sudhanshu's stamp paper was printed at about 3:43 p.m. (Certificate No. IN-DL50135558947439X) and the applicant's stamp paper was printed at about 3:58 p.m. on 06.09.2025 (Certificate No. IN-DL50150033104839X), both purchased in the name of Urmila Gupta. On Sudhanshu's agreement the present applicant has signed as a witness. On the applicant's agreement, Sudhanshu Lovenish Kumar has signed as a witness. These contemporaneous documents, far from supporting the narrative of a mere friendly investment, prima facie indicate that Sudhanshu and the present applicant were jointly involved in taking the building on rent and in running it as a paying-guest facility.
3. The suppression of the applicant's own rent agreement — while annexing only the counterpart in Sudhanshu's name and projecting the applicant as a distant investor — amounts to an attempt to mislead this Court as to the true nature of



the applicant's connection with the premises. An applicant who seeks the extraordinary discretionary protection of anticipatory bail is under a duty of candour. The non-disclosure of a document which places the applicant himself as lessee of two floors of the collapsed building, executed on the same day as the document relied upon, is a circumstance which weighs heavily against the grant of the relief.

F) STATEMENTS OF WITNESSES

1. Nitish Chib, S/o Pawan Singh, aged about 19 years, resident of Village Raipur, Satwari (Jammu), an injured student who was staying in the paying-guest house, has stated, in substance, that he took accommodation in Room / unit No. 202, Building No. 14, Satya Niketan, from Shubham and Sudhanshu at the rate of Rs. 14,500/- per month; that payments were made online through a scanner provided to him; that construction work had been going on in the basement for about 10 to 12 days; that when he complained about the noise, both co-accused, **Sudhanshu and the present applicant**, told him that renovation was taking place and that the paying-guest facility would be extended to the basement; that iron rods (*saria*) were being cut on the ground floor; that when he and other students raised objections, both accused threatened that they would have to vacate the paying-guest facility; and that construction nevertheless continued. He has further stated that maintenance of the building was not being carried out.
2. Jawahar Shah, a plumber residing in Delhi, has stated that on 06.09.2026 around 12:30 p.m. he was in the vicinity of Shop No. 14; that on the ground floor labourers / masons were cutting iron rods (*saria*) and that a carpenter and others were working; that he had earlier also seen such work; and that thereafter, around 1:00–1:40 P.M., the building collapsed.
3. These statements, at this stage, are not being treated as conclusive proof of guilt. They are, however, relevant for deciding whether the applicant's claim of complete want of knowledge and of a merely financial, non-operational role can be accepted on a prima facie appraisal. They indicate that paying guests identified both the applicant and Sudhanshu as the persons from whom the



accommodation was taken and to whom complaints about ongoing construction were addressed, and that the response was not a complaint to civic authorities or a cessation of occupation, but an assurance of “renovation” and a threat of eviction.

G) CONSIDERATION OF THE INGREDIENTS OF SECTION 105 BNS

1. Section 105 BNS (corresponding to Section 304 of the Indian Penal Code) punishes culpable homicide not amounting to murder. It requires either an intention to cause death or to cause such bodily injury as is likely to cause death, or knowledge that the act is likely to cause death. Learned counsel for the applicant is right in submitting that “knowledge” in this context is not a vague awareness of some remote risk, and that the Court must be slow, at the anticipatory-bail stage, to freeze a particular penal conclusion.
2. This Court is not returning any finding that Section 105 BNS is, or is not, ultimately made out against the applicant. That is a matter for investigation and, if a report is filed, for the Court of competent jurisdiction at the stage of charge. What this Court is required to examine is whether, on the material as it presently stands, the invocation of Section 105 BNS is so inherently improbable, or the applicant’s role so demonstrably peripheral, that the protection of Section 482 BNSS ought to be extended as a matter of course.
3. On that limited enquiry, the following features assume importance. **First**, the applicant was not a stranger to the building. He was, on his own stamped and notarised agreement, the lessee of the second and third floors, taken specifically “for Boys PG”. **Second**, co-accused Sudhanshu has disclosed that the two of them were business partners running multiple PGs at Satya Niketan under a common name. **Third**, a resident of the PG has named both of them as the persons who collected rent, who were told about basement construction and cutting of iron on the ground floor, who described the work as renovation for downward extension of the PG, and who responded to protest with a threat of eviction. **Fourth**, the building was old; additional floors had already been raised; construction in the basement and at ground-floor level was, even on the



applicant's showing, visible and noisy for days. Fifth, neither the applicant nor his partner is shown to have lodged any complaint with the municipal or police authorities, or to have shifted the young occupants out, despite the protests of those occupants.

4. A person who takes an old multi-storeyed structure on rent for the commercial purpose of housing students as paying guests, and who continues to operate that facility while structural work — including basement excavation and cutting of iron on the ground floor — is underway over the protests of the very occupants whose safety is in his charge, cannot, at this stage, be treated as being in the same position as an ordinary residential tenant who has no occasion to notice or act upon danger. Whether that conduct ultimately translates into “knowledge” within the meaning of Section 105 BNS, or into a lesser offence, or into no offence at all, is for trial. It is sufficient for present purposes that the question is a live one, and that it cannot be shut out by the applicant's self-serving description of himself as a mere investor.

H) **WHETHER CUSTODIAL INTERROGATION IS NECESSARY**

1. It is well settled that anticipatory bail is not to be refused merely because the offence alleged is serious, and that the Court must consider the need for custodial interrogation, the possibility of the applicant fleeing or tampering with evidence, his antecedents, and the stage of investigation. Equally, the Court cannot ignore that seven persons have died, that investigation is at a nascent stage, that co-accused who are similarly situated as co-lessees / operators have been arrested, and that the applicant's own contemporaneous documents and the statement of a surviving occupant connect him to the day-to-day running of the PG.
2. The argument that the entire documentary evidence of tenancy is already available, and that therefore no custodial interrogation is required, is only partly correct. The rent agreements are on record. What remains to be investigated includes, among other things: the extent of the partnership between the applicant and Sudhanshu across Building Nos. 14, 186 and 165; the flow of



rent collected from students; whether consent, express or tacit, was given for basement / ground-floor work and for the proposed downward extension of the PG; confrontation with the contractor Sanoj and with the owners; and the response of the operators to the complaints of occupants. These are not matters that can be said to have been exhausted by the production of two lease deeds.

3. The further argument that tenants would not know of construction in the basement, and that the ground-floor entry was separate, may be a defence at trial. It does not, at this stage, displace the specific statement of injured Nitish Chib that both operators were personally told of the work, of the noise, and of iron being cut on the ground floor, and that they answered by speaking of renovation and extension of the PG into the basement. A person renting out floors of a building as a paying-guest house for students assumes a responsibility to be alive to the condition of that building. If construction is going on and occupants object, the least that is expected is a complaint to the owner and, if the owner is unresponsive, to the concerned authorities — not a threat to make the occupants vacate.
4. From the statement of Nitish Chib it prima facie appears that the construction in the basement and on the ground floor was being carried out by the owners with at least the awareness, and allegedly the approval or connivance, of the PG operators. The suggestion that the guest house would be extended downward after renovations, the continuation of work despite protest, and the fact that the operators themselves were not residing in the building while students — including minors / young adults away from home — continued to occupy it, are circumstances which require further investigation. The Court also cannot be unmindful that the applicant and Sudhanshu cross-witnessed each other's leases executed minutes apart on the same stamp-vendor trail, a pattern consistent with a joint venture rather than a unilateral tenancy of Sudhanshu alone.



I) OTHER SUBMISSIONS

1. The plea that the lease had expired on 30.08.2026 and that no rent for September 2026 was paid does not, by itself, wipe out the applicant's prior and continuing association with the premises as lessee and operator, or the statements of occupants who were still living there on the date of collapse. Whether occupation after 30.08.2026 was as tenant holding over, as licensee, or otherwise, is a matter of evidence.
2. The circumstance that officers of the municipal or other civic authorities have not been arrested, and the observations of the Hon'ble High Court in W.P. (C) 2752/2026, may be relevant to the larger question of systemic failure. They do not confer a right upon this applicant to anticipatory bail. Each accused is to be dealt with on the material available against him.
3. The applicant's status as an Advocate practising at this very complex, his clean antecedents, and his roots in society are factors which this Court has taken into account. They are not decisive when weighed against the gravity of the occurrence, the concealment of a material document, the statement of a surviving paying guest naming the applicant as a person who collected rent and who was informed of the construction, and the nascent stage of investigation. The law does not create a separate standard of anticipatory bail for members of the legal profession.

J) CONCLUSION

1. Having regard to the totality of the circumstances — the collapse of a building used as a paying-guest house resulting in the death of seven persons; the applicant's own rent agreement for the second and third floors, suppressed in the application; the contemporaneous and mirrored lease in favour of co-accused Sudhanshu, with each signing as witness on the other's deed; the disclosure of a partnership in running PGs at Satya Niketan; the statement of Nitish Chib as to rent, construction, "renovation" and threats of eviction; the statement regarding cutting of iron on the ground floor; and the need for further investigation into knowledge, consent and the financial / operational role of the



applicant — this Court is of the considered view that it is not a fit case for grant of the discretionary relief of anticipatory bail.

2. It is clarified that nothing stated herein shall be construed as an expression of final opinion on whether the offence under Section 105 BNS, or any other offence, is ultimately made out against the applicant. All observations are confined to the limited purpose of deciding this application under Section 482 BNSS and shall not prejudice the applicant at the stage of investigation, charge or trial.
3. It is further observed that arrest, if any, shall be effected only in accordance with the law and the guidelines laid down by the Hon'ble Supreme Court, and subsequent pronouncements governing the necessity and manner of arrest. Arrest is not to be made as a matter of course, but only where it is required for the purposes of a fair and effective investigation. This observation, however, does not amount to a direction of protection from arrest.

K) ORDER

1. In view of the above discussion, the present application under Section 482 BNSS for grant of anticipatory bail to applicant Shubham Tyagi S/o Sh. Satendar Tyagi, in FIR No. 153/2026 dated 06.09.2026, P.S. South Campus, is **DISMISSED**.
2. A copy of this order be given dasti to the learned counsel for the applicant. A copy be also sent to the Investigating Officer for information.
3. The present application stands disposed of accordingly.



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PARTAP SINGH
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Date:
2026.09.10
18:21:29 +0530
(Saurabh Partap Singh Laler)
ASJ-03, New Delhi District
Patiala House Courts, New Delhi
10.09.2026

Barinder Singh
अतिरिक्त सत्र न्यायाधीश-06
Additional Sessions Judge-06
पटियाला हाउस न्यायालय
Patiala House Court
नई दिल्ली
New Delhi