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

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Judgment Reserved on: 07.04.2026
Judgment pronounced on: 16.04.2026

+ **CRL.A. 270/2017**

VED PRAKASH

.....Appellant

Through: Mr. Sanjay Mann with Mr. Shashank Bajpai, Advocates.

versus

STATE

.....Respondent

Through: Mr. Utkarsh, APP for the State with SI Naresh Kumar, A.C.B.

CORAM:

HON'BLE MS. JUSTICE CHANDRASEKHARAN SUDHA

JUDGMENT

CHANDRASEKHARAN SUDHA, J.

1. This appeal under Section 374 of the Code of Criminal Procedure, 1973 (the Cr.P.C.) has been filed by the sole accused in C.C. No. 05/2015 on the file of the Court of the Special Judge-07 (Central), (PC Act Cases of ACB, GNCTD), Delhi challenging the conviction entered and sentence passed against him for the offences punishable under Section 7 and Section 13(1)(d) read with Section 13(2) of the Prevention of Corruption



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Act, 1988 (the PC Act).

2. The prosecution case is that on 18.02.2014 at about 02:00 PM, the accused, while working as Assistant Engineer (AE) at GTB Hospital, Shahdara, being a public servant, demanded a bribe of ₹60,000/- from PW3 by threatening to allot the work order 13/2013 to someone else if the amount was not paid, and called him to his office on 20.02.2014 for payment. It is further alleged that on 20.02.2014 at about 03:30 PM, the accused accepted ₹50,000/- as illegal gratification from the complainant in his office, thereby abusing his position as a public servant. Accordingly, the accused was chargesheeted for having committed the offences punishable under Section 7 and Section 13(1)(d) read with Section 13(2) of the PC Act.

3. On 20.02.2014, PW3 lodged a complaint, that is, Ext. PW3/A, with the Anti-Corruption Branch (ACB), CBI, New Delhi, based on which pre-raid proceedings were drawn and the raid was conducted after which Crime no. 20/2014 was



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registered alleging commission of the offences punishable under Sections 7 and 13 of the PC Act.

4. PW11, Inspector, ACB, CBI, New Delhi, conducted investigation into the crime and on completion of the same, submitted the chargesheet/ final report alleging commission of the offences punishable under Sections 7 and 13 of the PC Act.

5. Ext. PW5/A Sanction Order for prosecuting the accused was accorded by PW5, Director General, Central Public Works Department (CPWD), Nirman Bhawan, Delhi.

6. When the accused appeared before the trial court, the court after complying with the formality contemplated under Section 207 Cr.P.C, on 05.10.2002, framed a charge against the accused for the offences punishable under Section 7 and Section 13(1)(d) read with Section 13(2) of the PC Act, which was read over and explained to the accused to which he pleaded not guilty.

7. On behalf of the prosecution, PW1 to PW12 were



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examined and Ext.PW1/AC, Ext.PW2/AJ, PW3/AH, PW4/A, PW5/A, PW6/A, PW7/AF, PW9/A, PW10/A, PW12/AB, Mark DX, DY, PX and Mark X were marked in support of the prosecution case.

8. After the close of the prosecution evidence, the accused was questioned under Section 313(1)(b) Cr.P.C. regarding the incriminating circumstances appearing against him in the evidence of the prosecution. The accused denied all those circumstances and maintained his innocence. The accused submitted that PW3 had falsely implicated him because he had refused to forward his case for payment at market rates for the extra work allotted to him. This caused significant losses to PW3, amounting to ₹3,00,000/- to ₹4,00,000/- and hence the accused got him falsely implicated in the case with the connivance of the Investigating Officer (IO) and the raiding officer.

8.1. The accused filed a written reply in terms of Section



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313(5) Cr.P.C. According to him, PW3, proprietor of M/s Avtar Builder, was assigned the work of renovation of the girls' hostel bathroom in the residential campus of GTB Hospital, Shahdara, Delhi. The contract was executed by the authorised signatory, the Executive Engineer (EE), Public Works Department (PWD), GTB Hospital, and the accused had no role in the award of the said work. The functioning of the PWD is governed by the General Conditions of Contract for Central PWD Works (the Contract). As per Clause 12 of the Contract, the Engineer-in-Charge has the authority to make alterations, additions, or substitutions to the original specifications, drawings, and designs. The extra work assigned to PW3 was also under the authority of the EE as per Clause 12 of the Contract and was to be paid strictly as per the contractual rates, not at market rates. It was further submitted that PW3 requested the accused to forward his case for payment of extra work at market rates. However, the accused refused to do so as it was contrary to the



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terms of the contract. Due to this refusal, PW3 became aggrieved. PW3 himself admitted during cross-examination that he suffered a loss of ₹3,00,000/- to ₹4,00,000/- due to the non-approval of payment at market rates. Owing to this grievance, he lodged a false complaint claiming demand of bribe, resulting in the raid conducted by the ACB. The accused further submitted that on 20.02.2014, he had gone for inspection of work along with the EE and was not present in his office. Upon his return, he found PW3 and one unknown person sitting in his office. Immediately thereafter, the unknown person left, and within a short time, 5 to 6 persons entered the office, one of whom introduced himself as Inspector, ACB. The Inspector alleged that he had accepted bribe from PW3 and had kept the money in the drawer of his table. The accused denied the allegation, stating that he had neither demanded nor accepted any bribe. He further submitted that upon opening the drawer, he found a bundle of currency notes, which he immediately took out and threw on the



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table, asserting that the money had been planted in his absence. The bundle was then seized by the Inspector, and he was arrested. Thereafter, he was taken to the ACB office, where his signature was obtained on certain documents. PW3 had already been paid an amount of ₹12,42,719/- for part of the work as per the contract, and at no point before such payment had he alleged any demand for bribe. The accused reiterated that he had no authority to cancel or modify the contract, as under clause 3 of the Contract, only the EE was empowered to do so. He further stated that, being an employee of CPWD (Central Government), the ACB had no jurisdiction to conduct the raid, arrest, or prosecute him. He had never demanded or accepted any bribe from PW3 at any point of time and asserted that he was innocent.

9. On behalf of the accused, DW1 and DW2 were examined and Exts. DW1/A to DW1/P were marked on his behalf.



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10. On consideration of the oral and documentary evidence on record and after hearing both sides, the trial court, *vide* the impugned judgment dated 22.12.2016, held the accused guilty of the offences punishable under Section 7 and Section 13(1)(d) read with Section 13(2) of the PC Act. *Vide* order on sentence dated 06.01.2017, the accused has been sentenced to rigorous imprisonment for three years along with fine of ₹20,000/-, and in default of payment of fine, to undergo simple imprisonment for one month and to rigorous imprisonment for four years along with fine of ₹20,000/- for the aforesaid offences and in default of payment of fine, to undergo simple imprisonment for one month. The sentences have been directed to run concurrently. Aggrieved, the accused has preferred the present appeal.

11. It was submitted by the learned counsel for the appellant/accused that the testimony of prosecution witnesses is inconsistent, as both PW3 and PW9 made improvements in their version and has also contradicted each other. It was submitted



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that no demand for illegal gratification was ever made by the appellant. PW9 did not witness any actual demand or acceptance and therefore, his testimony does not prove the same. The prosecution case indicates that payment had already been released to PW3 on 03.02.2014, and the work had been completed. There was no pending favour or benefit to be granted. Moreover, under Clause 3 of the Contract, only the EE had the authority to cancel or alter the contract, not the AE. Therefore, there was no occasion or motive for the appellant to demand any bribe.

11.1. It was further submitted that the appellant/accused was not present in the office when PW3 and PW9 arrived and remained there for about one and a half hours. This creates a strong possibility that the bribe money was planted in the drawer in his absence. The accused's immediate reaction of throwing the money upon seeing it further shows that the accused had no knowledge of it.



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11.2. It was also submitted that PW3 suffered a loss of ₹3,00,000 to 4,00,000, as stated by him in his examination-in-chief, and sought higher payment at market rates, which the appellant declined, adhering to the contractual terms. This refusal led to the filing of a false complaint. It is an admitted fact that the accused was not the competent authority to grant or alter contractual benefits, thereby eliminating any reason for demanding a bribe. Therefore, the appellant is entitled to the benefit of doubt, goes the argument.

12. It was submitted by the learned Additional Public Prosecutor that the demand of illegal gratification stands proved through the testimony of PW3. The acceptance of the treated currency notes is proved through the testimony of PW3 as well as PW9, the *panch* witness and recovery through the testimony of PW3, PW9, and PW10, the Trap Laying Officer (TLO). It was pointed out that the testimony of PW4 proves the presence of phenolphthalein and sodium carbonate in the right-hand wash of



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the accused as well as in the wash of the micrometre cloth recovered from the drawer. PW9 turned hostile only about the aspect of demand, however, his testimony otherwise supports the prosecution case on acceptance and recovery, and thus, his evidence cannot be discarded in toto. Therefore, there is no infirmity in the judgment calling for an interference by this Court.

13. Heard both sides and perused the record.

14. The only point that arises for consideration in the present appeal is whether there is any infirmity in the impugned judgment calling for an interference by this Court.

15. I shall first refer to the evidence on record relied on by the prosecution in support of the case. The gist of Ext. PW3/A complaint of PW3 dated 20.02.2014, based on which the crime was registered, is:- He works as a Government Contractor for C.P.W.D./P.W.D. His work regarding the maintenance of a girls' hostel is ongoing at the Regional Campus, Shahdara. The work



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order was received in November 2013, the total value of which was approximately ₹43,00,000/-. However, he got it for ₹27,00,000/-. While performing this work, the payment for the first running bill of ₹12,00,000/ has already been received. Now, Assistant Engineer (AE) Ved Prakash is demanding 5% of ₹12,00,000/, which is ₹60,000/-, as bribe. He is threatening that if the bribe is not paid, he will stop the remaining work and get it done by someone else. He has already completed a significant part of the work. He is against giving bribe. On the afternoon of 18.05.2014, at approximately 02:00 PM, the AE called him to his office and asked for ₹60,000/- as bribe for the past work and for the continuation of future work. As he is against giving bribe, he has brought ₹50,000/- (50 notes of 1000 denomination). He has no prior enmity with Ved Prakash. However, legal action should be taken against him for demanding bribe.

16. PW3, when examined before the trial court, reiterated his case in Ext. PW3/A complaint. When he went to the office of



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ACB on 20.02.2014, he was asked to meet Inspector Meghraj (PW10), to whom he gave the complaint, at which time the *panch* witness (PW9) was also present. The *panch* witness (PW9) also read his complaint. He handed over 50 currency notes of the denomination of ₹1000/- each to PW10, who noted down their serial numbers and applied a powder-like substance on them. PW9 was asked to touch the notes with his right hand, after which his hand wash turned pink. The currency notes were then returned to him, which he kept in the front pocket of his shirt. He was instructed to hand over the money to the accused only upon demand and in the presence of PW9. Thereafter, at about 01:30 PM, he, along with PW9 and the raiding team, proceeded to GTB Hospital and reached near the office of the accused at about 02:15 PM. The vehicles were parked at a distance, and he, along with PW9, went to the office of the accused. The accused was not present there, and so they waited for him. At about 03:45 PM, the accused arrived and took his



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seat. He and PW9 occupied seats in front of the accused. The accused demanded ₹60,000/- to which he replied that he had only ₹50,000/- and would pay the remaining ₹10,000/- later. The accused accepted ₹50,000/- with his right hand and kept it in the drawer of his table. On seeing or hearing the transaction, PW9 gave a signal to the raiding team. PW10 entered the office, disclosed his identity to the accused. PW9 informed PW10 that the accused had demanded and accepted the bribe. PW10 offered his personal search, which the accused declined. Thereafter, on the instructions of PW10 the tainted currency notes were recovered from the drawer of the accused by PW9 and handed over to the former. Both PW9 and PW10 checked the number of the currency notes recovered which tallied with the number earlier recorded. The right-hand wash of the accused was taken, which turned pink, and was preserved in the sealed bottles. The wash of the micrometre cover on which the notes had been kept inside the drawer was also seized and sealed. The currency



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notes, bottles containing the wash, and other articles were seized *vide* Ext. PW3/B and Ext. PW3/C memos. The pre-raid proceedings was recorded in Ext. PW3/D report. Thereafter, PW10 handed over all the material objects and memos prepared to the PW11. PW11 prepared Ext. PW3/E site plan at his instance as well as PW9 and completed the formalities. The accused was taken to the office of the ACB, where his personal search and arrest was effected. The currency notes seized from the accused was identified by PW3 and the same were marked Ext. PA. The bottles of wash were also identified by PW3 and they were marked as Exts. P4 and P5.

16.1. PW3, in his cross-examination, deposed that he had been working as a CPWD contractor for about 7–8 years and had been awarded contracts worth approximately ₹20,00,00,000/-₹30,00,00,000/-. He had never worked with the accused before the contract in question. He admitted that all contracts awarded by CPWD are governed by the General



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Conditions of Contract for Central PWD Works and are signed by the Executive Engineer (EE) on behalf of the CPWD. He further admitted that the guarantee of the contract is also signed by the EE, and in case there is any lapse on the part of the contractor, notice is given by the Assistant Engineer (AE) and EE to the contractor. He denied the suggestion that AE has no power to issue such notices. The bill is raised by the contractor from time to time and the same will be put up before the AE/ Junior Engineer (JE) and after it is passed, it will be put up before the EE for the release of payment. He had submitted bills of approximately ₹18,00,000 - ₹19,00,000/-, out of which a deduction of 36% had to be made as per the terms of the tender. He received payment of approximately ₹12,42,000/- on 03.02.2014. He could not recall the time period within which the contract was to be completed. He has no grievance regarding the payment received. But the accused was harassing him by raising a demand for money in relation to the payment of ₹12,42,000/-



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received by him. PW3 admitted that he had not lodged any complaint against the accused to any senior officer regarding the demand of money or harassment. The accused had not given him any written notice to stop the work but had orally told him to stop the work. According to PW3, both the AE and the EE have the power to order the stoppage of work. He had completed approximately 40% of the assigned work before receiving ₹12,42,000/-. The work was proceeding at a very slow pace from the date of payment, that is, from 03.02.2014, till the date of raid, that is, 20.02.2014. The accused had started harassing him for money. He had not lodged any complaint against the accused regarding the demand of money to any senior officer, as he apprehended that the accused might cause huge loss to him in the work awarded. He also stated that he did not lodge any complaint since his payment was due and he apprehended loss. He was satisfied with the payment of ₹12,42,000/- received by him till 03.02.2014. He completed the entire job within 2–3



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months of the raid and received full payment for the same. Around 50% of the work had been completed by the date of the raid. He did not give any estimate of the work done. The job assigned to him was to be completed within four months from the date of agreement.

16.2. PW3 admitted that he had been involved in several criminal cases. Those cases were taken during his student days and were related to student politics. He admitted that cases of kidnapping and attempted murder had also been registered against him. PW3 admitted that on the date of the raid, he was sitting inside the office of the accused, in the absence of the latter, for about half an hour between 02:45 PM to 3:40 PM along with PW9. He was unable to recall whether he had made any call to PW10 around 03:40–03:45 PM on that date. PW3 admitted that he and PW9 had tea in the office of the accused in the absence of the latter. He and PW9 had gone outside the room separately around 03:40–03:45 PM. PW3 deposed that he is not



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aware whether there was any lock for the drawer of the table of the accused. There were rooms of the other CPWD officers in the gallery adjacent to the room of the accused. While he was sitting inside the office of the accused, no other person had come inside the office during the time between 02:45 PM to 03:45 PM. According to PW3, he carried out the work as per the work order/tender required at the site and also performed extra work under the same work order/tender. He was unable to recall the details of the extra work done by him and could not say the market rate of such extra work done by him. He admitted that he had written letter Mark DX, signed by him at point A, to the EE (Civil), GTB Hospital, Shahdara, stating that he was suffering losses on account of the extra work being done. He suffered losses to the extent of ₹3,00,000/- - ₹4,00,000/- as he was not paid according to market rates. He suffered losses during the tenure of the accused while performing the extra work. He had informed the accused that he was suffering losses due to the



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extra work being done, to which the accused replied that payment would be made according to the terms and conditions of the contract. He admitted that, as per Clause 12 of the office memorandum, which forms part of Ext. PW3/DA contract, payment for extra work was to be made as per the original terms and conditions of the contract. He had not read Clause 12 of the memorandum, which formed part of the contract. The accused was apprehended before he wrote letter Mark DX. After the apprehension of the accused, he was awarded a new work order Mark DY and was paid as per the market rate for the work done. He denied the suggestion that he had falsely implicated the accused as he was having a grudge against the latter due to non-payment at market rates. PW3 also denied the suggestion that he had planted the bribe money in the drawer of the accused in the absence of the latter.

16.3. PW3 further deposed that PW9 had given the signal to the raiding team after coming out of the room of the accused and



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while standing at the door of the said room. The raiding team immediately reached the spot. He admitted that he had made a call to PW10 after he took position in the room of the accused, at which time the accused was not present. He did not make any call after the accused arrived. He had made the call approximately half an hour before the accused arrived. Upon entering the room, the accused asked him, “*paise laaye ho kya,*” and on such demand, he handed over the money to the accused. At the time when the raiding team arrived, the peon of the accused was not present. PW10, upon entering the room, disclosed his identity to the accused and informed him about the acceptance of bribe and its placement in the drawer. PW3 further added that it was PW9 who had informed PW10 about the money lying in the drawer. He denied the suggestion that PW9 had not disclosed the said fact to PW10. PW3 denied the suggestion that PW9 was absent at the time of the raid, during which time the latter was sitting in the cabin of the peon of the



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accused. He further denied the suggestion that the accused, upon learning about the money lying in his drawer, opened the drawer in agitation and threw the money on the table, stating that it had been planted. He denied the suggestion that neither PW9 nor PW10 had seized the notes from the drawer of the accused. He denied the suggestion that the proceedings had not been reduced to writing at the spot or that the documents had been prepared later in the office of the ACB.

17. PW9, the *panch* witness, deposed that while posted as Junior Engineer (JE), Irrigation and Flood Department, Village Saidulla Jab, Delhi, on 02.04.2014, he was assigned duty as *panch* witness in the ACB. He reached the office of the ACB at about 10:00 AM and met PW10. By about 12 noon, PW3 came and gave a handwritten complaint to PW10. He also went through the complaint, the crux of which was that a demand for ₹60,000/- had been made by one Ved Prakash (accused), AE of PWD. The complaint was signed by PW3. He as well as PW10



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also signed in the complaint. He deposed in detail regarding the pre-raid proceedings. After completion of the said formalities, he, along with PW10, PW11, and PW3, reached GTB Hospital at about 02:15 PM. The police officials remained outside the PWD Office in GTB Hospital Complex while he went inside the office with PW3. The name plate of the accused was affixed outside his office. When they entered the office of the accused, the latter was not there and so they waited for his arrival. The accused came to the office at about 03:45 PM. PW3 asked the accused not to cancel the work allotted to him. Thereafter, on a signal given by PW3, he went and stood at the door of the office of the accused. PW3 took out the currency notes and handed them over to the accused. He gave the signal to the raiding party, who immediately came, identified themselves and told the accused that he has been caught while accepting bribe. PW10 opened the drawer of the table of the accused and found money lying there. PW9 further deposed that “*probably raiding officer picked up*



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the money from the drawer and gave it to me to check whether the GC notes were the same". The right hand-wash of the accused taken, turned pink. The hand-wash was poured into two bottles which were sealed with the seal MRG. The currency notes had been kept on the micrometre cover inside the drawer and so the same was also washed, and the wash taken in two bottles and seized. He had signed on the labels affixed on the bottles containing the handwash and micrometre cover wash; the Ext. PW3/B seizure memo relating to the same as well as in Ext. PW3/C seizure memo relating to the currency notes seized. PW9 also identified Ext. P1 (colly) currency notes seized from the accused. The four bottles labelled RHWI, RHWII, MMCWI and MMCWII marked as Ext. P2 to P5 were also identified by PW9.

17.1. At this juncture, the prosecutor is seen to have sought the permission of the trial court to "cross-examine" PW9, which request is seen allowed by the court. On further examination, PW9 admitted that prior to the raid, he had been directed to



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remain with PW3 in order to hear the conversation between PW3 and the accused including taking of bribe. He was instructed to give the signal only after the bribe was demanded and accepted. He reiterated that he did not hear the conversation between PW3 and the accused, but he had seen the accused accepting the money. He admitted that PW3 had told the accused as the former was suffering loss, the latter may not cancel the contract. PW9 further deposed that as the accused was hesitating to talk in his presence, PW3 signalled him to stand at a distance. He never stated this to the police as he was not asked about the same. He admitted that PW10 had introduced himself to the accused and told the latter that he had accepted bribe from PW3.

17.2. PW9, in his cross-examination, deposed that there was a written order deputing him on duty as a *panch* witness. Ext. PW3/A complaint was not written in his presence, however it was read over to him. PW9 could not recall if the drawer of the table of the accused had been locked or not. He was also unable



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to say whether the drawer had any locking facility. The members of the raiding party had not contacted him while he was in the room of the accused. He is unaware whether the raiding team had contacted PW3 during the period they were waiting for the accused. He admitted that the offices of JE/AE were next to the room of the accused. While he and PW3 were waiting inside the room of the accused, the peon of the accused was outside the room of the accused. PW3 had ordered tea, which was brought by the peon. No officials of the PWD or any other person(s) came to the room of the accused at the time of the raid. The EE was called to the room after the apprehension of the accused. According to PW9, he had come out of the room of the accused to give the signal to the raiding team. PW9 denied the suggestion that he was not present in the room of the accused or that he was standing outside the room in the passage or that he was sitting in the cabin of the peon and was not visible to PW3 and the accused. After giving the signal to the raiding party, he entered



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the room of the accused along with the former. He could not recall who had entered the room first. PW9 denied the suggestion that the accused, upon hearing from PW10 that he had taken bribe and kept it in his drawer, hesitantly opened the drawer and finding money lying therein, picked it up and threw it on the table, stating that PW3 had planted the money in his drawer. He further denied the suggestion that he had picked the money from the table and given it to PW10. PW9 asserted that he had taken the money from the drawer of the table of the accused and given it to PW10. According to PW9, PW3 had not introduced him to the accused and the accused had never asked about his identity. After the accused arrived, PW3 had signalled to him to go outside by moving his head. After he had moved on the signal of PW3, within 5 to 7 minutes, he had given the signal to the raiding party. He further denied the suggestion that he was a stock witness of the ACB.

18. PW10, the Trap Laying Officer (TLO), deposed that



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on 20.02.2014 at about 12 noon, PW3 had given him Ext. PW3/A complaint. The complaint was against AE Ved Prakash, PWD, regarding the demand for a bribe of ₹60,000/-. On receipt of the complaint, he called the panch witness Dinesh Goyal (PW9) and gave him the complaint to read. After reading it, PW9 signed it at point B. PW10 identified the signature of PW3 at point A in Ex. PW3/A complaint. He also identified his signature at point C in the complaint. PW10 deposed in detail regarding the pre-trap proceedings. The pre-trap proceedings were recorded in Ext. PW3/D report in which the number of the currency notes produced by PW3 were also recorded. PW9 was instructed to remain close to PW3 and observe the transaction of demand and acceptance of the bribe. PW9 was also instructed to give a signal by hurling his hand twice over his head on completion of the transaction. PW3 was also instructed to keep the *panch* witness close to him so the latter could witness the transaction. The treated currency notes were returned to PW3,



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who kept them in the left front pocket of his shirt. The raiding team, along with PW3 and PW9, reached the PWD office, GTB Hospital, Shahdara, and parked their vehicles about 200 meters away. PW3 and PW9 entered the office of the accused. Inspector Sushil Kumar (PW11) remained in the vehicle. He and his team followed PW3 and PW9. PW9 came out shortly after to inform them that the accused was not present in the office. PW9 was instructed to wait inside the office of the accused with PW3 who was already inside. The remaining members of the raiding party stood outside. At about 03:50 PM, PW9 came to the door and gave the pre-arranged signal. He, along with the raiding team, entered the room of the accused. PW9 pointed toward the accused and informed that the latter had demanded ₹60,000/-, but PW3 had given ₹50,000/-, which the accused had accepted and kept in the right-side drawer of his table. He informed the accused that he had to recover the money from the drawer and offered his personal search, which the accused refused. On his



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directions, PW9 recovered the treated currency notes from the drawer. The serial numbers of the said notes tallied with the number recorded in the pre-raid report. The currency notes were seized *vide* Ex. PW3/C seizure memo. PW10 further deposed that he took the right-hand wash of the accused and the micrometre cover, which turned pink. The solution was preserved in bottles marked RHW-I and RHW-II and MMCW-I and MMCW-II. The shirt of the accused, the bottles of the wash, were seized, and he prepared Ext. PW8/A post-raid report and also prepared PW9/A *rukka* and sent the same to the ACB for registration of the case. PW11 was then called to the spot, to whom the custody of the accused and the material objects of the case were handed over.

18.1. At this juncture, the prosecutor requested permission to ask leading questions to PW10, which request was allowed by the trial court. On further examination, he admitted that, as per the pre-raid report, during the demonstration, the currency notes



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had been touched by PW9 only and not by PW3. He admitted that he had instructed PW3 and PW9 that money was to be given only on demand. He also admitted that PW3 and PW9 had informed him that the accused had accepted money with his right hand and kept it in the drawer.

18.2. PW10 in his cross-examination, deposed that he had no prior acquaintance with PW3, and that he had met the latter for the first time on 20.02.2014 in the office of the ACB. He did not verify the antecedents of PW3, as he was not the IO. He did not check whether PW3 had any criminal antecedents. PW9 was present in the office of the ACB before the arrival of PW3. He denied the suggestion that though he was aware that PW9 was a stock witness of the ACB, he still chose to include the latter in the present case. He had not verified whether the accused had the authority to stop the work of the contract awarded to PW3 and allot it to another contractor. He does not know the terms of Ext. PW3/DA contract between PW3 and the PWD, or whether



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payment for extra work had to be made as per the contract terms and not at market rates as demanded by the contractor. He does not know whether PW3 had suffered loss to the tune of lakhs and hence was unhappy with the accused and so had falsely implicated him. He had verified the complaint only from PW3 and had not done any other verification.

18.3. PW10 deposed that he had taken his position in front of the office of the accused. PW3 and PW9 entered the room of the accused at about 02:25 PM. PW9 thereafter came out and informed him that the accused was not present in the room. He was unable to recall when the accused arrived at his office. At about 03:50 PM, PW9 gave the signal to him. From about 02:25 PM to 3:50 PM, the raiding party remained outside the office of the accused, while PW3 and PW9 remained inside. PW3 had not contacted him on his mobile phone during the said period and denied the suggestion that any such call had been made by PW3. PW9 had not told him that PW3 had asked him to step outside



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the room of the accused as the latter was hesitant to speak in his presence. On receiving the signal, he entered the room of the accused, at which time PW9 informed him that the accused had demanded ₹60,000/- from PW3, but PW3 had given ₹50,000/-, which the accused accepted and kept in the drawer of his table. He denied the suggestion that, upon being challenged, the accused opened the drawer in agitation and threw the money on the table, stating that it had been planted by somebody. On his instructions, PW9 recovered the bribe money from the drawer of the accused's table.

19. PW11, Inspector, ACB, Govt. of NCT of Delhi, the Investigating Officer, supported the prosecution case. While he remained in the vehicle, PW3, PW9 and the raiding team headed by PW10 had gone to the office of the accused. After the raid, PW10 had handed over to him the material objects in the case, the documents prepared as well as the custody of the accused. He spoke about the various steps taken during investigation.



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PW11 admitted that he had not made any inquiry regarding the antecedents of PW3, as there was no necessity for the same. He had read the PWD Manual during the course of investigation. He was unable to say whether an AE was empowered under the General Conditions of Contract for Central PWD to award contracts, cancel contracts, make payments, or make additions or alterations in the contract. According to PW11, the accused had not recommended cancellation of the contract as the latter obtained bribe of ₹50,000/- and was caught red-handed demanding and accepting the same. The accused had not recommended cancellation before the raid as he was negotiating with the complainant for the bribe. He was unaware whether PW3 had been awarded extra work *vide* contract Mark DY. The letter Mark DX was not brought to his notice during the course of investigation. It did not come to his knowledge that for the extra work done by PW3, the accused recommended payment at old rates while PW3 insisted on payment at market rates. He also



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does not know whether the complainant had suffered losses on this account. PW11 denied the suggestion that, for the aforesaid reason, PW3 was unhappy with the accused and hence had falsely implicated the accused. He denied the suggestion that the accused had never demanded or accepted any bribe or that PW3 had planted the tainted notes in the drawer of the accused in the absence of the latter.

20. I will also refer to the testimony of the defence witnesses. DW1, Cashier, office of Executive Engineer, PWD, GTB Hospital, Shahdara, produced the summoned documents, including the letter dated 07.03.2014 written by PW3 and Work Order No. 01/EE/BPD B-221 (N)/2014-15 dated 02.04.2014.

21. DW2, Assistant Engineer, PWD Division South-East/Road- II, Sukhdev Vihar, New Delhi-25, deposed that he had been working in said division for the last 4 months and he has experience/knowledge about the allotment of tenders and extra work given to the contractor. Any contract above the limit of



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₹2,00,000/-, is required to be signed by the EE on behalf of the department. The AE of the department has no role in awarding, altering, adding work or payment of the contract. When the contractor is awarded additional work, the payment will be made in accordance with the rates mentioned in the original contract.

21.1. DW2, in his cross-examination, admitted that apart from the CPWD manual, there are administrative orders passed regarding the pecuniary limits of the work order. He admitted that the pecuniary limits can vary from time to time according to the order passed by the Director General, Central PWD, and the terms of the contract vary in accordance with the work assigned. Only the EE can approve extra items used during the subsistence of a contract. Payment for such works up to a limit of ₹2,00,000/- can be done by AE, and above that by the EE. If the rates of the extra items are not mentioned in the contract, they will be given as per the Delhi schedule of rates (DSR), plus/minus, the rates quoted by the contractor in the original



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agreement. He clarified that in a particular agreement, in case an extra item is used, the rate of the same is payable at the rate of DSR minus the rate quoted in the contract. He denied the suggestion that the rate of the extra item would be given to the contractor according to the market rate of the item. He admitted that the work at the site is supervised by the AE and JE as per the directions of the Engineer-in-Charge. The entries in the measurement book are verified 100% by JE, 50% by AE and 10% by EE. He denied the suggestion that all the entries are verified by the JE and AE and then forwarded to the EE. The supervision of the work under the contract is by all three, JE, AE and EE. DW2 deposed that the accused was not his batchmate and that he had never been posted with the latter. DW2 denied the suggestion that he was deposing falsely at the instance of the accused.

22. The prosecution case as noticed earlier is that the accused, while working as AE at GTB Hospital, demanded a



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bribe of ₹60,000/- from PW3 and subsequently accepted ₹50,000/- on 20.02.2014. The principal contention raised is that the prosecution has failed to prove the essential ingredients of demand and acceptance of illegal gratification. The prosecution case primarily relies on the testimony of PW3 and PW9. PW3, in Ext. PW3/A complaint and in the box, has consistently stated that the demand made by the accused on 18.02.2014. PW3 in his cross-examination deposed that on 20.02.2014 on entering the room of the accused, the latter asked him, “*paise laaye ho kya*” and on such demand, he handed over the bribe money to the accused. According to PW3, after hearing or seeing the transaction, PW9 gave a signal to the raiding party. However, PW9 deposed that as indicated by PW3, he had stood at a distance as the accused was hesitant to talk in his presence. PW9 deposed that he had not heard any conversation between the accused and PW3 regarding the demand of bribe but had merely seen PW3 taking out money and the accused accepting the same



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with his right hand. The testimony of PW10 and PW11 regarding the demand being made by the accused is derivative, based on what PW3 and PW9 told them, and not based on direct observation. PW11 admitted that he had not conducted any independent verification of the complaint and was convinced of the genuineness of the same by questioning PW3. Therefore, there is no evidence other than the testimony of PW3 to support the element of demand of ₹60,000/- made by the accused on 20.02.2014.

23. With regard to the acceptance and recovery of the treated currency notes, the prosecution relies primarily on the testimony of PW3, PW9, the *panch* witness, and PW10, the TLO. PW3 deposed that after he handed over ₹50,000/- to the accused, the accused kept the same in the drawer of his table, and upon the pre-arranged signal being given by PW9, the raiding team entered the room and the tainted currency notes were recovered from the drawer of the table of the accused by



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PW9 as instructed by PW10. PW9 supports the version of PW3. PW10, the TLO, deposed that upon entering the room after receiving the signal, he was informed by PW9 that the accused had accepted the bribe and kept it in the drawer. As per his instructions, the tainted currency notes were recovered from the drawer by PW9. The testimony of PW3, PW9 and PW10 shows that the hand wash of the accused and the micrometre cover wash had turned pink. As per Ext. PW4/A, the FSL report, which is not disputed or discredited, traces of phenolphthalein and sodium carbonate were found in the hand wash and the micrometre cloth wash taken. On going through the testimony of PW9, I find no reasons to disbelieve him. No reason(s) has been shown as to why he should depose falsehood against the accused. The accused has no case that PW9 is in any way on inimical terms with him and so in connivance with PW3 has falsely implicated him. That being the position, I find no reasons to disbelieve PW9. Therefore, the acceptance of money and



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subsequent seizure from the drawer of the accused stands established.

24. Section 20 of the PC Act raises a statutory presumption in favour of the prosecution, however, such presumption does not arise automatically. It can be invoked only when the prosecution first proves the foundational facts, namely, the demand and acceptance of illegal gratification by the accused. It is only thereafter that the burden shifts to the accused to rebut the presumption by leading cogent and credible evidence, and that too on the standard of preponderance of probabilities.

25. While considering the case under Sections 7, 13(1)(d)(i) and (ii) of the PC Act, it has to be proved beyond reasonable doubt that the accused voluntarily accepted money knowing it to be bribe; absence of proof of demand for illegal gratification and mere possession or recovery of currency notes is not sufficient to constitute such offence; and the presumption under Section 20 of the PC Act can be drawn only after demand



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for and acceptance of illegal gratification is proved (See **C.M. Girish Babu v. CBI, (2009) 3 SCC 779** and in **B. Jayaraj v. State of A.P., (2014) 13 SCC 55**). Mere acceptance of illegal gratification without proof of offer by the bribe giver and demand by the public servant would not constitute an offence under Sections 7 and 13(1)(d) of the PC Act, as held by the Hon'ble Apex Court in **Neeraj Dutta v. State (Government of NCT of Delhi) (2023) 4 SCC 731**. Therefore, the question now to be considered is whether PW3 can be believed to prove the case of demand of bribe by the accused.

26. According to the learned counsel for the appellant/accused, there was a specific reason for PW3 to falsely implicate the accused. The attention of this Court was drawn to the admissions made by PW3 in the box that he had suffered loss to the tune of ₹3,00,000/- to ₹4,00,000/- during the tenure of the accused, as he was being paid for the extra work done by him as per the contract rates and not as per the market rate. PW3



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admitted that though he had requested the accused to sanction payment at the market rates, the latter refused to do so and insisted on payment at the contract rate. This aspect was pointed out as the reason for the false implication.

27. It is true that PW3 admitted that he was suffering loss and despite request to the accused, the latter refused to process payment as per market rates. However, going by the case of the accused, he never had the authority to do so. He has examined DW2 to substantiate this aspect. According to DW2, it is only the EE who can approve extra items used during the subsistence of a contract. Payment for such works up to a limit of ₹2,00,000/- can be done by the AE and above that, by the EE. PW3 does not deny the contract though he feigned ignorance relating to Clause 12 of the Contract entered into with the department as per which he is entitled only to payment as per contract rate. It has also come out in evidence that after the accused was arrested in the raid, PW3 gave Mark DX letter



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dated 07.03.2014 which reads thus:-

“सेवा में,

कार्यपालक अभियन्ता (सिविल)

G.T.B. Hospital Campus

Shahdara Delhi

Name of work :- Renovation of Girls Hostel bathroom in residential campus at G.T.B. Hospital Shahdara, Delhi.

विषय : Girls Hostel में कार्य के सम्बन्ध में

महोदय जी,

उपरोक्त विषय के सम्बन्ध में आपको अवगत कराना है कि हमारा कार्य G.T.B. Campus में Girls Hostel में चल रहा है हमारी Schedule की Item C.I / centrifugally pipe की नहीं है। यह कार्य हम से कराया जा रहा है। जिससे हमें काफी नुकसान हो रहा है यदि ये Item हमारे Schedule में होती तो इस Agreement का Quoted Rate अभी बाजार भाव के हिसाब से होता इस Agreement में हम इस कार्य को नहीं कर सकते यदि हमसे यह कार्य करवाया जाये तो यह Item हमें market Rate पर दी जाये।

यह कार्यवाही जल्द से जल्द की जाये जिससे हम अपना Agreement Item समय पर पूरा कर सकें।

धन्यवाद

भवदीय

तपेंद्र



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M/s Avtar Builders”

(emphasis supplied)

28. It is admitted by the accused that based on the aforesaid request, the department had awarded payment to PW3 as per market rates. The accused has no case that awarding market rate by the department was illegal or against any provision(s) of law. Therefore, for the extra work done by PW3, PW3 was entitled to payment at market rate and hence that appears to be the reason why the department has sanctioned such payment. If this could have been done, why did the accused refuse the same despite PW3 informing him that he was suffering losses? So, was the accused the stumbling block, preventing the lawful claim of PW3? It appears that the accused did not process the file as per the market rates as his unlawful demand had not been met by the accused. In such circumstances, I am unable to accept the argument of false implication. A careful perusal of the testimony of PW3 does not raise any doubt(s) about the case put forward.



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Hence, I find that the demand for bribe stands established by the testimony of PW3.

29. It is true that PW3 and PW9 were inside the room/cabin of the accused for about an hour or so in the absence of the latter. A defence is taken that the money was planted by PW3 inside the drawer of the table of the accused in his absence. This is improbable because PW9 has clearly deposed that he had seen PW3 handing over the money to the accused. As noticed earlier, I find no reason(s) to disbelieve PW9. PW9 may not have heard the conversation between PW3 and the accused. But his testimony clearly shows that he saw the passing of the money or the acceptance of the money by the accused from PW3. It was argued that if PW9 is to be believed, the accused was reluctant to talk in his presence and so as indicated by PW3, he stood slightly apart. Referring to this testimony, it was argued that if the accused was reluctant to even talk in the presence of PW9, it is highly unlikely and improbable for the accused to have



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received the money in the presence of PW9.

30. It is true that PW9 deposed that as indicated by PW3, he had moved away from the accused and PW3. But he clearly spoke of the passing of the money. If actually PW9 was a stock witness and a tutored witness, he could have even claimed to have overheard the conversation. On the other hand, he truthfully deposed that he did not hear the conversation between the accused and PW3, but only saw the money being handed over by PW3 to the accused. PW9 further asserted that as per the instructions of PW10, he had in fact recovered the money from inside the drawer of the table of the accused. PW9 also denied the suggestion that the accused on being apprehended, had opened the drawer, and on finding the currency notes inside, thrown it out by saying that he has been falsely implicated. As stated earlier, I do not find any reason(s) to disbelieve PW9.

31. Further, the testimony of PW3 and PW9 indicate the freedom PW3 had in the office of the accused. Normally, when



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an officer is not present in his room/ cabin, outsiders would not be permitted to sit inside in the absence of the officer. But in this case, PW3 and PW9 were allowed to sit inside the room of the accused in the absence of the latter. The presence of the peon of the accused outside the room of the accused is spoken to by the witnesses. Therefore, in the absence of the accused, the peon must have permitted PW3 and PW9 to sit inside. This permission would have been given and PW3 taken the liberty to sit inside because the same must have been allowed by the accused. When this was pointed out to the learned counsel for the appellant/ accused, it was submitted that PW3 was no stranger to the accused and hence there is nothing unusual in the said conduct. Not only does PW3 sit inside the room, but he orders tea and it is seen served to him by the peon inside the cabin of the accused in the absence of the latter. Therefore, if PW3 had been in inimical terms or unhappy with the accused as claimed by the latter, such freedom and liberty would never have



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been given. The testimony of PW9 clearly establishes handing over of the money and the subsequent recovery. The hand wash of the accused taken turned pink, which further corroborates the prosecution case. Ex. PW4A report has substantiated the case for the prosecution. Hence, I do not find any reason(s) to disbelieve the prosecution case. There is no infirmity in the impugned judgment calling for an interference by this Court.

32. In the result, the appeal *sans* merit is dismissed.

33. Applications, if any, pending, shall stand closed.

**CHANDRASEKHARAN SUDHA
(JUDGE)**

APRIL 16, 2026

kd