

**APPELLATE TRIBUNAL UNDER SAFEMA AT NEW DELHI**

MP-PMLA-4757/DLI/2024 Exemp.  
MP-PMLA-4756/DLI/2024 Exemp.  
MP-PMLA-4755/DLI/2024 Stay  
**FPA-PMLA-2052/DLI/2024**  
M/s NKG Infrastructure Ltd. ... Appellant

MP-PMLA-4764/DLI/2024 Exemp.  
MP-PMLA-4763/DLI/2024 Exemp.  
MP-PMLA-4762/DLI/2024 Stay  
**FPA-PMLA-2059/DLI/2024**  
Anil Kumar Aggarwal ... Appellant

MP-PMLA-4767/DLI/2024 Exemp.  
MP-PMLA-4766/DLI/2024 Exemp.  
MP-PMLA-4765/DLI/2024 Stay  
**FPA-PMLA-2060/DLI/2024**  
Ms. Poonam Aggarwal ... Appellant

Versus

The Deputy Director Directorate of  
Enforcement, Delhi ... Respondent

**Advocates / Authorized Representatives who appeared:**

For the Appellant(s) : Mr. Nagesh Behl, Adv. Mr.  
Sarthak Anand, Adv.

For the Respondent(s) : Ms. Nidhi Raman, Adv.

**CORAM**

**JUSTICE MUNISHWAR NATH BHANDARI : CHAIRMAN**  
**SHRI GOPAL CHANDRA MISHRA : MEMBER**

**ORDER**  
**01.04.2026**

A batch of these appeals have been preferred to challenge  
the order dated 17.09.2024 passed by the Adjudicating

Authority confirming the Provisional Attachment Order (“**PAO**”) dated 26.03.2024.

**Brief facts of the case:**

**2.** It is a case where the Central Bureau of Investment (‘CBI’), AC-III, New Delhi registered an FIR on 06.07.2022. It was involving offence by high ranking officers/officials of Delhi Jal Board (‘**DJB**’) and NBCC (India) Limited in association with M/s NKG Infrastructure Limited and its director(s). The FIR was registered for the offence under Section 120-B read with Section 420 of the Indian Penal Code, 1860 (‘IPC’) and Sections 13(2) read with 13(1)(d) of the Prevention of Corruption Act, 1988. After registration of the FIR, the ECIR was recorded by the respondent followed by its investigation.

**3.** The facts of the case originated from 15.12.2017 when DJB issued notice inviting tender (NIT No.-22) to seek Supply, Installation, Testing and Commissioning (**SITC**) of Electromagnetic flow meters, a project that included five years Operation and Maintenance Services. The deadline for submission of tender was 07.02.2018 when as many as six parties / companies participated on it. The integrity of the process was formally raised on 19.03.2018 when M/s Mechatronics Systems Pvt. Ltd. submitted a complaint

challenging the technical qualifications of other bidders. The complaint specifically highlighted that M/s NKG Infrastructure Ltd. have been involved in the project under the JNNURM Scheme in Faridabad via NBCC. Despite a lapse of considerable time of more than 8 years, the project remained incomplete and deficient. The complaint lodged that M/s NKG Infrastructure Ltd. lacked any prior experience in **SCADA** ( Supervisory Control and Data Acquisition) Systems which was mandatorily a technical requirement for the DJB contract.

**4.** In reference to the complaint, the oral instructions were issued by Shri Jagdish Kumar Arora, the then Chief Engineer (WW) followed by inspection on 24.03.2018 at Mothuka near Ballabgarh. The site visit was carried out by Shri Sunil Kumar Goel and Shri Anirudh Dube. The inspection resulted in notably corroborated technical concerns revealing significant deficiencies especially no historical data recordings of the work was available and the existing set up failed to demonstrate necessary technical capability. A draft unsigned note-sheet within the DJB's records explicitly confirmed that M/s NKG Infrastructure Pvt. Ltd. lacked SCADA capability and failed to meet the eligibility criteria.

**5.** Despite the documentary failures, it favoured M/s NKG Infrastructure Pvt. Ltd. through the manipulation of officials. It

was alleged that Shri D.K. Mittal (the then General Manager), NBCC issued 3 conflicted performance certificates on 02.01.2018, 03.01.2018 and 12.03.2018 which contained falsification information regarding work volume of SCADA implementation. Shri Sadhan Kumar, the then Project Executive, NBCC alleged to have provided a fabricated deviation statement to bypass the technical hurdles. The process culminated on 08.04.2018 when DJB officials, Shri Ashok Sharma, Shri Ranjit Kumar, Shri S.K. Goel along with Shri P.K. Gupta and Shri J.K. Arora developed a new note-sheet. The document was designed to qualify the ineligible company directly leading to opening its financial bids and eventually award of contract.

**6.** The contract of Supply, Installation, Testing and Commission of Electromagnetic flow meter was awarded to M/s NKG Infrastructure Pvt. Ltd. through a coordinated criminal conspiracy involving senior public officials and private entities. The actual estimated cost of the project was approximately of Rs.14 Crores. However, the contract was sanctioned at a significantly inflated value of Rs. 38 Crores. The contract was secured by submission of forged performance certificates issued by Shri D.K. Mittal, the then General Manager, NBCC (India) limited. These fraudulent documents were reportedly prepared

at the instance of late Shri N.K. Garg, the then Director of M/s NKG Infrastructure Pvt. Ltd. and the appellant, Shri Anil Kumar Aggarwal.

**7.** Shri Jagdish Kumar Arora, the then Chief Engineer, DJB played a pivotal role in enabling the irregular award despite a formal complaint being filed on 01.06.2018. Shri Jagdish Kumar Arora allegedly disregarded all the information and eligibility of M/s NKG Infrastructure Pvt. Ltd.. His action ensured not only grant of contract to M/s NKG Infrastructure Pvt. Ltd. but subsequent departmental payments were processed without hindrance. Following the award, the work was sub-contracted to M/s Integral Screw Industries, a proprietorship firm of Shri Anil Kumar Aggarwal.

**8.** The investigation identified Shri Anil Kumar Aggarwal and Shri Tajinder Pal Singh a long-time associate of Shri Jagdish Kumar Arora for channelizing the illicit funds. Shri Tajinder Pal Singh was especially responsible for managing finances and assets of the Chief Engineer receiving bribe amounts and deploying them for the personal benefit. The amount of more than Rs. 10 Crores was found to be proceeds of crime in the hands of the person. The proceeds of crime were distributed in the following manner:

- (i) M/s NKG Infrastructure Pvt. Ltd. generated illegal commission of Rs.6,36,27,191/-. A sum of Rs.56 lakhs out of which was paid as a bribe to Shri Jagdish Kumar Arora and the balance of Rs.5,80,27,191/- was integrated into the company business operation.
- (ii) Shri Anil Kumar Aggarwal, M/s Integral Screw Industries through the sub-contract earned proceeds total amounting to Rs.4.26 Crores. He paid Rs.2.63 lakhs to Shri Jagdish Kumar Arora to secure the contract and ensuring ongoing payments relating to Rs.1,62,95,503/-for personal expenses.
- (iii) Shri Jagdish Kumar Aggarwal in total received an illegal gratification /bribe amounting to Rs. 3.19 Crores from both M/s NKG Infrastructure Pvt. Ltd. and M/s Integral Screw Industries.

**9.** The illicit funds were subsequently laundered through multiple channels. The properties were purchased by Shri Jagdish Kumar Aggarwal and his wife Smt. Alka Arora. The detail of which is not necessary in these appeals having been not filed by the appellant(s) other than named above.

**10.** M/s NKG Infrastructure acquired proceeds of crime amounting to Rs.5,80,27,191/- from DJB metre contract which were retained and utilized by the company and the same has

been dissipated. Therefore, the Enforcement Directorate attached the following property:

S.No.	Details of property	Owner name	Date of Purchase and Registration NO.	Amount (In Rs.)
1.	Residential Land, Khasra No. 1156, Village Noorpur, Ghaziabad having total area of 12910 square meter	M/s NKG Infrastructure Limited	09.01.2024 and Reg. No. 300 Book No. 1 Vol No. 10681 from page no. 29 to 48 (RUD Vol. 5.5.)	6,45,50,000/-

**11.** Further, Shri Anil Kumar Aggarwal through his proprietorship concern, Integral Screw Industries generated proceeds of crime amounting to Rs.1,62,95,503/- which was retained after payment of bribe to public officials. The said proceeds of crime was utilized for acquisition of property and other personal expenditure and accordingly property held in their name equivalent in value to the said proceeds of crime was attached:

S.No.	Property Address	Property Holder Name	Regd. No. and Date	Amount (In Rs.)	Amount considered for attachment (In Rs.)	Remarks
1.	xx	xx	xx	xx	xx	
2.	Entire Third Floor, 1/3 undivided share in basement and 1/3 undivided share in the terrace at C-495, Defence Colony, New Delhi	Anil Kumar Aggarwal and his wife Mrs. Poonam Aggarwal	Registration No. 6.626 in book No. I Vol No. 797 dated 12.12.2018 (RUD-Vol. 5.4)	3,50,00,000	1,62,95,503	Equivalent value
3.	xx	xx	xx	xx	xx	

**12.** In the investigation, the witness of Shri Anil Kumar Aggarwal confirmed that the technical claims made to secure DJB's contract was fraudulent. He testified that no work involving data transfer from servers to master control room ever occurred in Faridabad project site. He identified several discrepancies in the performance certificates dated 03.01.2018 and 12.03.2018 labelling them to be 'fake' because they claimed installation of 595 flow meters while only 286 flow meters were installed. He also noted that the actual completion date was 31.12.2017 contradicting the date 15.04.2015 as issued in the certificates but it remained incomplete.

**13.** Shri D.K. Mittal, another witness admitted for issuing signatures on performance certificate dated 02.01.2018 and 03.01.2018 followed by 12.03.2018 to help M/s NKG Infrastructure Pvt. Ltd. to meet DJB's tender criteria. These documents were provided at the request of late Shri N.K. Garg and Shri Anil Kumar Aggarwal. Shri D.K. Mittal confessed for integrating the meter account into these documents and clarified the use locally to display only under SCADA or remote monitoring capability were existing.

**14.** He further revealed that while first fund deviation statement from the year 2013 was legitimate but subsequent pages were fabricated and lacked proper authorized signatures.

The allegations were further fortified by Shri Sadhan Kumar in his statement and therefore finding a case of commission of offence and generation of proceeds of crime, the respondent caused PAO. It was more so when the allegations were even supported by Shri Sushil Kumar Goel. However, while causing provisional attachment, it was kept for value equivalent thereof in the absence of availability of the proceeds of crime having been vanished or laundered by the appellants. The PAO was confirmed by the Adjudicating authority and aggrieved with the aforesaid the present appeals have been preferred.

**Arguments of the Ld. Counsel for the appellants:**

**15.** Ld. Counsel for the appellants at the outset argued the appeal of Ms. Poonam Aggarwal. It was submitted that she was not named as an accused in the FIR and otherwise she was not the recipient of any amount or money from her husband, Shri Anil Kumar Aggarwal. Therefore, she was not the recipient of the proceeds of crime, yet her property, purchased jointly by the appellant and her husband, Shri Anil Kumar Aggarwal, has been attached. It was even in ignorance of the fact that the source to purchase the attached property was disclosed. It was out of the sale of the property and consideration acquired out of it which was invested to purchase the property under provisional attachment. Therefore, the impugned order deserves to be set-

aside on the aforesaid ground itself. In the light of the aforesaid, the impugned order for attachment of the property in the hands of Ms. Poonam Aggarwal has been challenged.

**16.** Ld. Counsel for the appellants put much emphasis in regard to the attachment of 1/3<sup>rd</sup> undivided share in the basement and the terrace and half share on the ground floor of the property purchased by the appellant jointly with her husband, Shri Anil Kumar Aggarwal for a sum of Rs.3.50 Crores. The joint property could not have been provisionally attached by the respondent when the appellant Ms. Poonam Aggarwal had no connection with the commission of crime and was not otherwise a recipient of the proceeds of crime.

**17.** Ld. Counsel for the appellants further, made challenge to the attachment of the property even in the hands of Shri Anil Kumar Aggarwal. It was submitted that Shri Anil Kumar Aggarwal has been booked for commission of crime, though no evidence was produced to connect him with the crime. Accordingly, the joint property of Shri Anil Kumar Aggarwal and the appellant, Ms. Poonam Aggarwal could not have been attached. It is more so when the property of aforesaid was purchased prior to commission of crime and out of sale of another property. Thus, even the source was disclosed and

therefore on the aforesaid ground also, a challenge to the attachment of the property in the hands of Shri Anil Kumar Aggarwal was also made. The detailed arguments are specified. The argument to challenge the attachment of the property referring to M/s NKG Infrastructure Pvt. Ltd. was not raised as joint property of Shri Anil Kumar Aggarwal and Ms. Poonam Aggarwal was attached. The prayer was made to cause interference in the impugned order and with the aforesaid appeals may be allowed.

**18.** Ld. Counsel for the appellants did not raise any other arguments than referred to above. It is more so when this Tribunal invited the Ld. Counsel for the appellants to make any factual or legal issues. However, Ld. Counsel for the appellants recorded his satisfaction to the arguments referred to above and closed his arguments.

**Arguments of Ld. Counsel for the respondent:**

**19.** Ld. Counsel for the respondent made elaborate arguments to contest each and every issue raised by the Ld. Counsel of the appellants. It would be referred while recording findings to avoid repetition of one and the same facts and for the sake of brevity.

**Findings of the Tribunal:**

**20.** We have considered the rival submissions and scanned the matter carefully. In the opening paras of this order, a reference of the FIR registered by the CBI, AC-III, New Delhi against the officers/officials of DJB, NBCC (India) Ltd. apart from M/s NKG Infrastructure Pvt. Ltd. and its Director(s) has been given. The allegation was not only for manipulation for acceptance of the tender for award of contract but to be on inflated price of at Rs. 38 Crores while it could have been approximately of Rs.14 Crores. The detailed allegation against the officers/officials of DJB and others has been given along with reference of their statements whereby they virtually admitted manipulation by issuance of fraudulent performance certificates in favour of M/s NKG Infrastructure Pvt. Ltd. so that they may get the work and accordingly M/s NKG Infrastructure Pvt. Ltd. remained the recipient of proceeds of crime out of which Rs. 56 lakhs was paid to Shri Jagdish Kumar Arora and balance of Rs.5,80,27,191/- was integrated into the company business operation. Shri Anil Kumar Aggarwal, M/s Integral Screw Industries through the sub-contract earned proceeds total amounting to Rs.4.26 Crores. He paid Rs.2.63 lakhs to Shri Jagdish Kumar Arora to secure the contract and to ensure ongoing payments relating to Rs.1,62,95,503/-. The amount aforesaid was taken to be

proceeds of crime in the hands of the appellants, Shri Anil Kumar Aggarwal and M/s NKG Infrastructure Ltd.

**21.** Ld. Counsel for the appellants submitted that the joint property in the name of Ms. Poonam Aggarwal has been provisionally attached, though, she has not been named as an accused and otherwise not the recipient of any money from her husband. The joint property was purchased out of sale of another property and the source to purchase the property was disclosed.

**22.** The argument aforesaid has been raised in ignorance of the order which clarifies that the property in the hands of Ms. Poonam Aggarwal is not under attachment. It was taken to be a defence on account of the joint ownership of the property under provisional attachment. It was even clarified by the respondent to the effect that the attachment of the property only to the extent of Rs.1,62,95,503/- rounding off of Rs. 1.63 Crores. There was no need to attach the property from the share of Ms. Poonam Aggarwal. Ld. Counsel for the appellant yet made argument in ignorance of the reply filed by the respondent and even reference of it in the impugned order. The relevant part of the reply in reference to the claim of provisional attachment is quoted hereunder:-

*“.....50% of the value of Rs.3,50,00,000/- is Rs.1,75,00,000/-. Therefore, amount of alleged proceeds of crime of Rs.1,63,00,000/- is taken according to 50% of the property owned by Shri Anil Kumar Aggarwal.*

*..... Therefore, there is no need for attachment of the property held by Smt. Poonam Aggarwal because entire amount of alleged proceeds of crime is already attached in the hands of Shri Anil Kumar Aggarwal.*

**23.** The paras quoted above have been ignored by the Ld. Counsel for the appellants while arguing the case of Ms. Poonam Aggarwal that her property to the extent of her share is not under attachment. It is only for Shri Anil Kumar Aggarwal. It is with further submission by the respondent that the property under provisional attachment is not acquired directly or indirectly out of the commission of crime, rather, it is attached for the value equivalent thereof. It was for the reason that the proceeds was not found available with the appellants Shri Anil Kumar Aggarwal and M/s NKG Infrastructure Ltd. having been vanished, thus, property for equivalent value was attached. In view of above, source to acquire the property becomes irrelevant so as to date of its purchase i.e. prior to commission of crime. The issue regarding attachment of the property of equivalent value and its validity was subject matter of the judgment recently given by the Punjab and Haryana Court in the case of ***Dilbag Singh @ Dilbag Sandhu Vs. Union of India & Ors.*** in

CWP 22688-2024 dated 13.11.2024. The relevant paras of the said judgment are quoted hereunder:-

*“3.2. In light of the Division Bench's judgment in Seema Garg's case (supra), this Bench would have been obligated to either follow it or refer the matter to a Larger Bench. However, the Supreme Court in Vijay Madanlal Chaudhary's case (supra) has interpreted the provision in para 298, which is extracted as under:*

*"It was also urged before us that the attachment of property must be equivalent in value of the proceeds of crime only if the proceeds of crime are situated outside India. This argument, in our opinion, is tenuous. For, the definition of "proceeds of crime" is wide enough to not only refer to the property derived or obtained as a result of criminal activity relating to a scheduled offence, but also of the value of any such property. If the property is taken or held outside the country, even in such a case, the property equivalent in value held within the country or abroad can be proceeded with. The definition of "property" as in Section 2(1)(v) is equally wide enough to encompass the value of the property of proceeds of crime. Such interpretation would further the legislative intent in recovery of the proceeds of crime and vesting it in the Central Government for effective prevention of money-laundering."*

*3.3. The aforesaid observations made by the Supreme Court enable this Bench to re-examine the entire issue, as in the considered opinion of this Bench, the judgment passed in Seema Garg's case (supra) is no longer a good law. This Court has taken this view due to the subsequent interpretation by the Supreme Court, which has superseded the legal principles established in Seema Garg's case (supra).*

*3.4. It is evident that the original (unamended) definition of phrase 'proceeds of crime' was structured into two distinct parts. The first part relates to the property derived or obtained directly or indirectly by any person*

*as a result of criminal activity relating to a scheduled offence, whereas, the second part relates to the value of any such property where the proceeds of crime are not traceable. This clearly means that if the property derived or obtained, directly or indirectly, from the proceeds of a crime of scheduled offence is not traceable, then any property of equivalent value falls within the scope of the expression 'proceeds of crime'. In 2015, the amendment restructured the definition into three parts to cover the property taken or held outside the country. The concept of the property of equivalent value was introduced with respect to the aforementioned properties. The amendment enabled the authorities to go after any other property of a person of equivalent value. In 2019, the scope of the phrase 'proceeds of crime' was further expanded so as to include other properties which were not directly or indirectly the proceeds of crime, but were held abroad, to be liable to attachment. In 2019, the explanation has been added so as to give a wider scope to the authorities. From the objects and reasons of the '2002 Act', it becomes evident that the money laundering posed a serious threat not only to the financial system of the countries but also to their integrity and sovereignty. The '2002 Act' was enacted to prevent money laundering and connected activities. The act of money laundering is a multi-layered, complex and complicated diversion of the property, which is required to be prevented. Consequently, the definition of proceeds of crime has undergone transformative changes from time to time so as to include all the complex acts involved in the offence of money laundering.*

*3.5. In Axis Bank's case (Supra), the Delhi High Court has dissected the definition in three parts while covering tainted property and untainted property held in India; and the 'proceeds of crime' taken out of the country or any other property of equivalent value thereof. However, this Court is of the considered view that the definition can be divided into two broader categories namely tainted properties and untainted properties. The first part provides about the tainted properties derived or obtained directly or indirectly by any person as a result of criminal activity relating to a scheduled offence. Thereafter, the untainted properties are further divided into two parts; the first part deals with a situation where the property derived or obtained from 'proceeds of crime' is not*

*traceable. In the aforesaid situation the competent authority is authorized to attach or confiscate any other property of accused, which is of the same value as that of the 'proceeds of crime'. The second sub-category is a result of amendment brought in 2015 and 2019 in the Act. It provides that if the property derived or obtained from the proceeds of crime has already been taken out of the Country then the property equivalent in value held within the Country or abroad can be made liable to be attached. This position has been explained by the Delhi High Court in an elaborate manner in Axis Bank's case (supra) and Prakash Industries case (supra).*

*3.6. It is not disputed that the Supreme Court in Vijay Madanlal Chaudhary's case (supra) was examining the scope of the '2002 Act' including definition of phrase 'proceeds of crime'. The submission put forth by the learned counsel that the phrase 'or the value of any such property' is superfluous was rejected by the Court and it was held that the definition of 'proceeds of crime' is wide enough to not only include to the property derived or obtained as a result of criminal activity related to a schedule offence but also any other property of equivalent value.*

*3.7. While interpreting a statutory provision, it is the bounden duty of the Courts to interpret it in manner so that each word used by the statute conveys a meaning it was assigned by the Legislature. The words used in statute are of utmost significance. The Court cannot widen or restrict the provisions on its own whims and fancies. When a statute's language is clear and unambiguous, the general rule of interpretation of statute is to read the provision as a whole and the Court must adhere strictly to the ordinary, plain meaning of the words used. The words in a statute are used precisely, not loosely, and efforts must be made to interpret them in a literal manner to give effect to the objective of the Act. This approach of interpretation is based on the idea that the legislature's intent is best reflected in the exact words of the statute.*

*3.8. Moreover, the reasoning adopted in Seema Garg's case (supra) to the effect that there was no need to insert third part in the definition of the 'proceeds of crime' and*

*that 'value of such property' is superfluous does not appear sound. It appears that transformative journey of the definition of phrase 'proceeds of crime' was not brought to the notice of the Division Bench in Seema Garg's case (supra). In Abdullah Ali Balsharaf's case (supra), Delhi High Court inadvertently overlooked the sub-category (i) of second part of definition of 'proceeds of crime'. Similarly, Andhra Pradesh High Court in Kumar Pappu Singh's case (supra) was not properly assisted. Furthermore, the attention of Patna High Court was not drawn to part 2(i) in HDFC Bank's case (supra). Similar is the position in M/s. Himachal Amta Power Limited's case (supra). In this case, the attention of the Bench was not drawn to the second broader category of the definition. In Hemanshu Rajnikant Shah's case (supra) the Court relied upon Seema Garg's case (supra) and held that the properties acquired before the alleged crime and before the enforcement of the '2002 Act' cannot be attached.*

*3.9. On the other hand the judgments passed in Vijay Madanlal Chaudhary's case (supra), Axis Bank's case (supra) and Prakash Industries case (supra) completely answer the question in favour of ED.*

*3.10. The petitioner's counsel has also heavily relied upon Pavana Dibbur's case (supra). This Bench has carefully read the aforesaid judgment. The aforementioned case involved attachment of property falling under the category of 'direct' or 'indirect' proceeds of crime. The complaint under Section 44-45 of 2002 Act was quashed by the Supreme Court. The Bench was never called upon to analyse the contentions based upon Section 2(i)(u) of 2002 Act, whereas, in Vijay Madanlal Chaudhary's case (supra) the Court directly answered the aforesaid question. Hence, there is no substance in the first argument of learned counsel for petitioner”.*

**24.** In the light of the judgment referred to above, there was no illegality to attach the property for value equivalent to the proceeds of crime. However, it can be when the proceeds of

crime is not found available or vanished by the recipient of the proceeds.

**25.** In view of the discussions made above, even the argument raised in reference to Shri Anil Kumar Aggarwal and M/s NKG Infrastructure Ltd. to challenge the impugned order cannot be assailed.

**26.** Ld. Counsel for the appellants submitted that so far as Ms. Poonam Aggarwal is concerned, she was not named as an accused because she is not the recipient of any amount from her husband. The argument has been raised in ignorance of the fact that her property to the extent of her share is not under attachment. The attachment of her joint property of Rs.3.50 Crores is to the extent of Rs. 1.63 Crores i.e. less than 50% of the share of the appellant, Shri Anil Kumar Aggarwal. Therefore, no case is made out to cause interference in the impugned order.

**27.** We may refer to the statements of Shri Anil Kumar Aggarwal, Shri Ashok Sharma, Shri D.K. Mittal, Shri Sadhan Kumar and Shri Sushil Kumar Goel which are sufficient to make out the allegations levied against M/s NKG Infrastructure Ltd. and Shri Anil Kumar Aggarwal. It is for that reason alone that they were named as accused in the Prosecution Complaint filed before the Special Court, PMLA and cognizance of the offence

has already been taken by the Ld. Court. There is no challenge to the cognizance of the offence against the appellant, Shri Anil Kumar Aggarwal and M/s NKG Infrastructure Ltd. and otherwise their deeds have been highlighted in the impugned order and have been referred by us to the extent of clarifying the arguments raised by the appellants. We may, however, refer to a gist of the rejoinder submitted by the respondent against Shri Anil Kumar Aggarwal which is quoted hereunder for ready reference: -

**Gist of the rejoinder of Defendant No.3:**

*(a) The role of Sh. Anil Kumar Aggarwal in the commission of offence of money laundering and gamut of activities connected to it is pivotal, as has been unambiguously illustrated in the Original Complaint no. 2275/2024 and the provisional attachment of properties of the defendant has been carried out after formation of cogent reasons to believe as per the requirements of the Prevention of Money Laundering Act, 2002 and the same have been supplied duly to the Adjudicating Authority as per the requirements of Section 5(2) of PMLA.*

*(b) The defendant has stated in his statement recorded u/s 50 of PMLA on 17.01.2024 that he has generated profit of 5-6% of the funds received from NKG Infrastructure in the SITC Flow-meter contract of DJB (Package C) and he had profit of Rs. 1.10 Crores approximately from said DJB tender. Further, investigation revealed that Integral Screw Industries had booked bogus purchases in name of various entities and generated cash funds to the tune of Rs. 2,42,95,503/- in the same time when funds and from the same bank accounts wherein funds from DJB through M/s NKG Infrastructure were received by Integral Screw Industries Further M/s Integral Screw Industries had paid bribe through banking channel of Rs. 73.50 lakhs to entities associated with Tajinder Pal Singh on behalf of Jagdish Kumar Arora... Thus, funds to the tune of at least Rs. 4,26,45,503/-(Rs. 1.10 Crores + Rs. 2.42.95.503/- Rs. 73.50 lakhs) were not utilised for performance and execution of the DJB contract and out of this amount. funds to the tune of Rs.*

2,63,50,000/- (Rs. 1.90 Crores in form of cash and Rs. 73.50 lakhs through banking channels) were paid as bribe for Jagdish Kumar Arora and Proceeds of Crime of R 1,62,95,503/- acquired and retained by Anil Kumar Aggarwal illegally in DJB contract of SITC of Electromagnetic Flowmeters at various sites of DJB. As per analysis of bank statements of M/s Integral Screw Industries and statements of Anil Kumar Aggarwal and employees of M/s Integral Screw Industries, the said PoC had been utilized by Anil Kumar Aggarwal for his own expenses and the same had been dissipated and hence deficient for the attachment. Therefore the present property of Rs. 3,50,00,000/- has been provisionally attached to the extent of Rs. 1,62,95,503/- in terms of 'value of any such property as per section 2(1)(u) of PMLA, 2002 vide PAO No. 07/2024 dated 26.03.2024 and details of payments made for the purchase of the said property is provided.

c) Further, defendant has provided the details of source of purchase of present property which is sale proceeds of his property at Deepali, Pitampura. In this regard, it is submitted that Anil Kumar Aggarwal had dissipated the proceeds of Crime of Rs. 1,62,95,503/- in by incurring business expenses or personal expenses and therefore the present property has been attached as in terms of 'value of any such property as per section 2(1)(u) of PMLA, 2002 and not as direct PoC.

(d) The Statement of Sh. Devender Kumar Mittal are recorded u/s 50 of PMLA without any coercion, pressure and threat and recorded with corroborating evidences. Further. The email confronted to him during the said statement are also part of DJB (records, these emails on the email ID dmittal\_nbcc@yahoo.co.in were sent by DJB officials for confirming the authenticity of the documents in response to this he had replied vide email dated 05.04.2018 from jnnurm\_nbefbd@yahoo.com to the DJB enclosing the letter dated 04.04.2018, which was shown to him during statement and he identified his signature on said letter stating that "This letter is signed by me", therefore he identified his signature and confirmed the authenticity of said letter. Further, if D K Mittal had not issued these certificates, then why it was not replied by him to the DJB official stating that those certificates were forged after receiving the email for confirming the authenticity, being a Senior Public Servant at that time, it was the responsibility of him to report such forgery with DJB officials as well as other law enforcement agencies. Further, it is submitted that application filed by Sh. Devender Kumar Mittal for retraction of Statements dated 23.11.2023 recorded u/s 50 of PMLA are devoid of supporting evidence and hence therefore has no basis in law and the said application has been as an afterthought aiming for delaying of trial and the Hon'ble Rouse Avenue Court has dismissed the said application in its order dated

29.05.2024 citing that "Nothing is required to be done at this stage and the same can be considered at the appropriate stage."

*(e) The defendant has filed a bail application before the Hon'ble Special Court (PMLA) and this Original Complaint has been pending for confirmation before Ld. Adjudicating Authority. As both the Authority/legal fora work under different provisions of PMLA and proceedings are civil in nature before Ld. Adjudicating Authority and criminal before Hon'ble Special Court (PMLA). Therefore, the said bail application is irrelevant here."*

**28.** The para quoted above shows how the proceeds of crime was received by Shri Anil Kumar Aggarwal and accordingly provisional attachment of the property was caused for equivalent value.

**29.** In the light of the discussions made above, we do not find any cause to interfere in the impugned order and accordingly appeals fail and are dismissed.

**(Justice Munishwar Nath Bhandari)  
Chairman**

**(Gopal Chandra Mishra)  
Member**

**NEW DELHI  
01.04.2026  
'MB'**