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

+ **BAIL APPLN. 1374/2011**

JASDEEP SOKHI

..... Petitioner
Through: Mr.Narendra Kalra, Advocate with
Mr. Arun Kumar, Advocate.

versus

STATE

..... Respondent
Through: Ms.Jasbir Kaur, APP.

WITH

BAIL APPLN. 1375/2011

SURENDER JEET SINGH SOKHI

..... Petitioner
Through: Mr.Narendra Kalra, Advocate ith
Mr. Arun Kumar, Advocate.

versus

STATE

..... Respondent
Through: Ms.Jasbir Kaur, APP.

CORAM:

HON'BLE MR. JUSTICE M.L. MEHTA

ORDER

% **25.11.2011**

Both these applications are filed by the petitioners Jasdeep Sokhi and
Surender Jeet Singh Sokhi for grant of anticipatory bail under Section 438
CrPC in case FIR No. 238/2009, under Sections 406/420/467/468/471/506/34

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file and no page is missing.

IPC, P.S. Sector 23, Dwarka.

The petitioner Jasdeep Sokhi is the son of the petitioner Surender Jeet Singh Sokhi. They both were staying in Flat No. B-12, 4th Floor of Classic Apartment, Plot No. 11, Sector 22, Dwarka as tenants. The FIR was registered against them on the order of the Metropolitan Magistrate under Section 156(3) CrPC on the complaint made by one Vimal Sabharwal. The allegations against the petitioners are that they had agreed to sell the aforesaid flat to the complainant claiming themselves to be the owners of the said flat. They had made some papers of ownership of said flat. The aforesaid flat was agreed to be sold to the complainant and an agreement was executed and a sum of Rs. 15 lakhs was taken from him. The agreement to sell was signed by the petitioner Surender Jeet Singh Sokhi. Though the petitioners denied the signatures of the Surender Jeet Singh Sokhi on the agreement to sell, but from the report of Forensic Science Laboratory, it stands confirmed that the agreement to sell was signed by him. It was also verified during investigation that the owner of the said flat was one Ashok Malhan and the petitioner were his tenants in the said flat. The petitioners gave the cheques of Rs. 15 lakhs to the complainant but the same on presentation were also dishonoured. It is noticed that these kind of cases are on high rise. Keeping in view the nature and seriousness of offence committed by the petitioners, learned ASJ also dismissed their application of anticipatory bail vide his order dated 17th September, 2011. This was apparently case of deliberate act of cheating and forgery committed

by the petitioners. Therefore, I am not inclined to admit them on bail.

Bail applications are accordingly dismissed.



M.L. MEHTA, J

NOVEMBER 25, 2011

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