

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

+ Bail Application No.1229/2011 & CrI.M.A. No.11888/2011

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Reserved on: 27th March, 2012
Decided on: 30th March, 2012

C.S. Aggarwal

..... Petitioner

Through: Mr. Arvind K. Nigam, Sr. Adv. with
Mr. Pramod Kumar Dubey, Ms.
Ranjana Roy, Mr. Shailesh Suman,
Mr. Anurag Yadav, Advs.

versus

State & Another

..... Respondents

Through: Mr. Mukesh Gupta, APP for the State
with Inspector Anil Samota and
Inspector Nagin Kaushik, PS EOW.
Mr. Ramesh Gupta, Sr. Adv. with Mr.
Rajinder Singh, Mr. Gaurav M.
Librahan, Mr. Lalit Chaudhary, Mr.
Moiuddin, Mr. Jagmeet Randhawa,
Advs. for Complainant.

AND

+ Bail Application No.1263/2011 & CrI.M.A. No.17854/2011

Devinder Kumar Jain

..... Petitioner

Through: Mr. Sakal Bhushan, Mr. Pragyan
Sharma, Mr. Gautam Shamija, Mr.
Abhimanyu, Advs.

versus

State & Another

..... Respondents

Through: Mr. Mukesh Gupta, APP for the State
with Inspector Anil Samota, PS EOW.
Mr. Ramesh Gupta, Sr. Adv. with Mr.
Rajinder Singh, Mr. Gaurav M.
Librahan, Mr. Lalit Chaudhary, Mr.
Moiuddin, Mr. Jagmeet Randhawa,
Advs. for Complainant.

Coram:

HON'BLE MS. JUSTICE MUKTA GUPTA

1. By these petitions, the Petitioners seek anticipatory bail in case FIR No.264/2009 under Sections 420/406/120B IPC registered at P.S. EOW, Delhi.

2. Briefly the facts giving rise to filing of the present petitions are that in 2006 M/s Rockman Projects Ltd. (RPL) was incorporated with C.S. Aggarwal, D.K. Jain and Mrs. Nirmal Jain, wife of D.K. Jain as Directors. On 4th May, 2006, a lease agreement for the lease of 286.73 acres of land was executed between 7 land owning companies (hereinafter referred to as "LOCs") of D.K. Jain and RPL. On 14th July, 2006, RPL applied to the Ministry of Commerce and Industry, Government of India for setting up a Special Economic Zone (SEZ) at Delhi-Jaipur National Highway, Manesar, Gurgaon based on the lease agreement dated 4th May, 2006. As per Rule 3 of the SEZ Rules, 2006, an applicant, who was either in ownership or lease holder of rights valid for twenty years or more on the date of application and in possession of the property, could apply for setting up a SEZ. On 22nd August, 2006, the SEZ project was granted in-principle approval by the Government of India. On 30th November, 2006, the lease between LOCs and RPL was substituted for 99 years in favour of RPL by 2 individuals and 7 LOCs. On 5th February, 2007, an agreement to sell was entered into between the LOCs through D.K. Jain, C.S. Aggarwal and one Anjali Bhardwaj on behalf of the RPL for a consideration @ 12 lakhs per acre. On 15th May, 2007 the complainant Sameer Kohli paid a sum of Rs.2 crores to RPL and a further sum of Rs.8 crores on 28th May, 2007 for entering into a

joint venture for the SEZ. On 18th June, 2007, the complainant entered into an MOU with RPL for jointly developing SEZ by constituting a Special Purpose Vehicle (SPV) for the same. As per the MOU, the complainant agreed to pay a sum of Rs.185 crores to RPL for acquisition of 74% shares of the SPV. The MOU recorded that a sum of Rs.40 crores was received by the Petitioner C.S. Aggarwal. The balance Rs.145 crores was to be paid within 12 business days of SEZ notification being issued by the Government of India. It was further agreed that in the event the SEZ notification does not come through by 31st December, 2008, the complainant will have the option to take 74% of the land. The complainant involved along with it one investment company namely Xander Investment Holding Ltd. for payment of balance consideration amounting to Rs.145 crores and a tripartite shareholder agreement (SHA) dated 19th February, 2008 was entered into between the complainant and Xander on the one side and RPL on the other. However, on 31st December, 2008, public notices were issued on behalf of Petitioner D.K. Jain withdrawing the purported letter of authority given to the Petitioner C.S. Aggarwal and also on behalf of LOCs of D.K. Jain. On 10th July, 2009, a demand letter was issued by the RPL to the complainant demanding Rs.63 crores being extra cost incurred by RPL on account of increased price of land, consultancy fees/cost paid to government authorities etc. Consequently, on 12th October, 2009 the complainant filed a complaint before P.S. Hauz Khas and another complaint before EOW on 14th October, 2009. On 28th October, 2009, a criminal complaint was filed before the Metropolitan Magistrate along with an application under Section 156(3) Cr.P.C. wherein a report was filed by P.S. Hauz Khas giving a prima facie opinion that the transaction between the parties was purely civil in nature

and pointing out to concealment of SHA. On 23rd December, 2009, the abovementioned FIR was registered by the EOW. In view of the FIR being registered, the learned Metropolitan Magistrate vide its order dated 14th January, 2010 took on record FIR No.264/2009 and stayed the proceedings under Section 210 Cr.PC till filing of the final report.

3. The Petitioner C.S. Aggarwal had earlier filed WP(Crl.) No.57/2007 seeking quashing of abovementioned FIR No.264/2009 and interim protection. This Court vide order dated 19th January, 2010 granted protection to the Petitioner C.S. Aggarwal. However, the said writ petition was dismissed on 11th November, 2010. Letter's Patent Appeal and Special Leave Petition were filed against the said order and interim protection was granted to the Petitioner but finally both were dismissed. On 12th August, 2011, while dismissing the SLP, the Hon'ble Supreme Court granted liberty to the Petitioner C.S. Aggarwal to apply for bail/anticipatory bail. The Petitioner applied for anticipatory bail before the learned Additional Sessions Judge, who dismissed the same on 29th August, 2011. Thus, the present petition before this Court.

4. Before proceeding further with the contentions of learned counsel for the parties, it may be noted that in the meantime, another FIR being FIR No. 40/2010 was registered on 10th March, 2010 against the Petitioner C.S. Aggarwal on the complaint of the Complainant. The said FIR was registered pursuant to the directions of learned ACMM on an application under Section 156 (3) Cr.P.C. Briefly the allegations, as set out in the complaint of Shri Sameer Kohli of M/s Kohli One Housing & Development Pvt. Ltd. in FIR No. 40/2010, are that the Petitioner C.S. Aggarwal and his wife Kavita

Agarwal on behalf of the company M/s Rockman Breweries (TNK) Ltd. approached the complainant and asked for a loan of Rs.12 crores for the business requirement. In lieu of the said loan, the alleged persons also mortgaged the property bearing No.F-1/7, Hauz Khas Enclave, New Delhi measuring 430.68 sq.yds. A loan agreement dated 25th February, 2008 was entered into between the parties. In August, 2008 an additional loan of Rs.1.5 crores was also given at the request of the Petitioner. Later on, it was found by the complainant that the Petitioner in connivance with other accused persons sold the above mortgaged property to one Sheila Malkani and had also received advance payment of Rs.50 lac and Rs.1 crore on 17th January, 2008 and 23rd February, 2008 from her, even before signing of the loan agreement with the complainant. Pursuant to the order passed by the learned ACMM, a criminal case vide FIR No.40/2010 under Section 406/420/120B IPC was got registered on 10th March, 2010 at PS EOW and investigation was taken up. During investigation, it was revealed that the loan was taken by the Rockman Breweries Tnk Ltd. and an agreement dated 25th February, 2008 was executed between Kohli One Housing and Development Pvt. Ltd. and Rockman Breweries Tnk Ltd. The property bearing No.F-1/7, Hauz Khas Enclave, New Delhi was kept under charge against the loan. During investigation replies from City Bank along with statement of account maintained by M/s Kohli One Housing and Development Pvt. Ltd. and account maintained by M/s Rockman Breweries TNK Ltd. were received. From the statement of accounts, it was found that the amount in question has been credited into the account of M/s Rockman Breweries TNK Ltd. from the account of the complainant company M/s Kohli One Housing and Development Pvt. Ltd. Reply from Registrar of

Company regarding charge created on property No.F-1/7, Hauz Khas Enclave, New Delhi in favour of Kohli, One Housing & Development Pvt. Ltd. by the company M/s Rockman Breweries Ltd. was also received. The facts of FIR No. 40/2010 are being mentioned because the grievance of the Petitioner that when this Court granted interim protection to the Petitioner vide order dated 2nd September, 2011, finding no other way out the police at the instance of the complainant arrested the Petitioner in FIR No.40/2010, which was nothing but an offshoot of the present case. The Petitioner was kept in police custody and custodial interrogation qua this case was also conducted from the Petitioner by abusing and misusing the position in the presence of co-accused D.K. Jain, his persons and the complainant. Since the Petitioner has already undergone custodial interrogation for this case, he should not be subjected to custodial interrogation again.

5. Learned counsel for the Petitioner contends that as per the status report, no custodial interrogation of the Petitioner is sought. Entire evidence in the case is documentary in nature, which is already in possession of the Investigating Officer and nothing is required to be recovered at the instance of the Petitioner. Further the allegations as set out are not substantiated because the complaint before the learned Metropolitan Magistrate and EOW clearly concealed the Share Holders Agreement dated 19th February, 2008 (in short 'SHA'), which provided for acquisition of 74% shares of the SPV by the complainant/Xander Investment Holding Ltd. on payment of Rs.185 crores. Besides the SHA contained termination clause, rectification clause etc. as well. It is contended that what is alleged as deception in the FIR was within the knowledge of the complainant by virtue of SHA. The

complainant neither terminated the agreement nor gave any notice to rectify the defects. Complainant got conducted a title search of the lands of the LOCs through his counsel. As per search report dated 27th October, 2009, no lien was found on the properties. Relying upon *Siddharama Satlingappa, 2011 (1) SCC 694*, it is contended that the Petitioner has never stifled the investigation, there is no likelihood of Petitioner interfering in the investigation, entire evidence is documentary in nature and no deception of any kind is made out. Hence anticipatory bail be granted.

6. The Petitioner D.K. Jain on the other hand contends that there is no serious allegation against him requiring custodial interrogation. Broadly three allegations have been leveled by the complainant against Petitioner D.K. Jain that he ratified the resolution, gave a public notice revoking the authority of C.S. Aggarwal and transferred the company. As regards the ratification of the Resolution is concerned, it is submitted that the resolution only authorizes C.S. Aggarwal to execute documents or negotiate. The same does not give any power to C.S. Aggarwal to commit an offence. The public notice dated 31st December, 2008 does not relate to revocation of the resolution dated 14th May, 2007 under which C.S. Aggarwal executed MOU dated 18th June, 2007. The public notice dated 31st December, 2008 only revokes and cancels the letter of authority and documents made in favour of C.S. Aggarwal, which had been executed when Petitioner D.K. Jain was hospitalized and continued to be there. Even as per the allegations in the FIR on their face value, the same relate to transfer of Rs.43 crores clandestinely and fraudulently to different companies including Rajdhani Nurseries Ltd. His company Rajdhani Nurseries Ltd. was given Rs.10.94

crores, out of which Rs.5.70 crores have been given back as unsecured loan. Thus only Rs.5.24 crores can be stated to be embezzled by the Petitioner D.K. Jain and the Petitioner D.K. Jain is ready to deposit the said amount before the Court or give the same to the complainant. It is further contended that there is neither any inducement nor cheating. Further no case under Section 406 IPC is made out as there is no entrustment of amount and the amount given to the Petitioner was towards consideration of the project. Besides the contentions on merit, learned counsel for the Petitioner D.K. Jain states that the Petitioner is suffering from number of ailments including interstitial pulmonary fibrosis and cannot live without an oxygen cylinder. He has been advised to avoid contracting viral/respiratory infections and he has to live in a highly hygienic condition so as to avoid any kind of infection. Thus, anticipatory bail be granted to Petitioner D.K. Jain.

7. Learned APP on the other hand contends that the abovementioned FIR was registered on the complaint of one Sameer Kohli, Director of Kohli One Housing and Development Pvt. Ltd. wherein he alleged that C.S. Aggarwal represented that his company RPL was in the process of developing a 100 hectares Special Economic Zone (SEZ) on Delhi Jaipur Highway at Village Sidhrawali and induced the complainant to invest in the proposal. Both C.S. Aggarwal and D.K. Jain entered into a criminal conspiracy to cheat the complainant. C.S. Aggarwal represented that the company owned and controlled the said land and was duly authorized to deal with the said land vide Board Resolution dated 14th May, 2007. They were shown a certified copy of the same which was also ratified by D.K. Jain. In this connection he also showed a copy of the letter dated 22nd August, 2006

purported to have been written to RPL by the Ministry of Commerce, Government of India giving an “In principle” approval for developing the said land into a SEZ. After numerous meetings, it was suggested by C.S. Aggarwal that the company would float a new Special Purpose Vehicle (SPV) and in this SPV, Kohli Housing would purchase 74% shares and the balance 26% would be held by RPL. In view thereof, they entered into an MOU on 18th June, 2007. It was agreed that Kohli Housing would invest Rs.185 crores to acquire 74% shares in the new SPV out of which Rs.40 crores was paid to RPL as advance at the time of signing of the MOU. After signing the MOU, C.S. Aggarwal informed the complainant that the company did not possess the entire 250 acres of land mandatory under the project and this money was taken as advance in order to procure the remaining land and only after the entire land is purchased, the said land would be transferred to the SPV, after that they would get a go ahead from the Ministry of Commerce, Government of India. In the complaint, it is further alleged that the complainant kept approaching C.S. Aggarwal regarding purchase and consolidation of the remaining land but he kept delaying the same for the reason which were apparent later on. In the meantime, C.S. Aggarwal approached them and asked for some more money as advance and represented that consolidation of land was almost complete and they paid him a further sum of Rs.3 crores as advance, thus, bringing the advance to Rs.43 crores. In the meantime, when no notification of SEZ was obtained in the end of December, 2008 they approached C.S. Aggarwal for refund of money in terms of the MOU but he again assured that final consolidation would happen very soon and they would have the approval from the Government for the SEZ. It is further alleged that on 31st

December, 2008, the date when refund was due, they were surprised to see number of public notices issued by counsels of D.K. Jain that he was a Director of RPL and had signed some blank documents in favour of C.S. Aggarwal while he was hospitalized and had revoked all such documents, warning that any person dealing with C.S. Aggarwal with respect to authority letters in his possession would do so at their own risk and that only D.K. Jain and his associates were authorized to deal with the subject lands. As per the complainant, they came to know that money given for procurement and consolidation of land for RPL had been fraudulently transferred to various companies held by the accused and also to the accounts of the relatives of these persons who have misappropriated the same. When the complainant approached C.S. Aggarwal for refund of money, he stated that he was fully authorized and has issued a public notice stating that he has a lease of 99 years with companies holding the said land whereas the revenue record stated otherwise. C.S. Aggarwal gave three cheques amounting to Rs.1.3crores to the complainant out of which two cheques of Rs.50 lakh each were dishonoured. It is alleged that C.S. Aggarwal did not even have 51% share holding as he had claimed in RPL and thus, a fraud was played on the complainant by misrepresentation of facts. Further the land in question which was told to the complainant to be belonging to RPL also did not belong to it. Thus, the Petitioners after hatching a well planned conspiracy had cheated and committed criminal breach of trust by duping Rs.43 crores of the complainant.

8. As per the status report, during investigation it was found that only 5K-11M land is owned by RPL in Gurgaon vide mutation on 30th March,

2007 and there was no other land in the name of the company. The cheques of Rs.43 crores were debited from the account of the complainant and credited in the account of RPL which has two signatories i.e. C.S. Aggarwal and Ms. Anjali Bhardwaj. Further no notification for setting up of SEZ was issued so far. Only an “in principle” approval to RPL for setting up of a multi services Special Economic Zone over an area of 100 hectares at Delhi-Jaipur, National Highway Manesar, District Gurgaon was given. The company did not submit the application nor their ownership documents to the State Government for considering under Haryana Special Economic Zone for approval. Further investigations reveal that the two Directors of RPL i.e. the Petitioners herein passed the resolution authorizing C.S. Aggarwal regarding the SEZ project. However, by way of a public notice, D.K. Jain withdrew the said authorization. During investigation C.S. Aggarwal stated that he is the Director of RPL along with D.K. Jain who has 269 acres land in Dharuhera, Gurgaon. D.K. Jain had executed a lease agreement for 99 years with RPL and on the basis of agreement, they sold 74% shares to Kohli Housing and after this D.K. Jain executed an agreement to sell with him and Anjali Bhardwaj. C.S. Aggarwal stated that he has paid about Rs.30 crores to D.K. Jain’s companies and his family members as per lease agreement/agreement to sell and now D.K. Jain says that he has sold the land at lower prices and so D.K. Jain refused to register the land in the name of RPL and resigned from the company. A criminal case vide FIR No.25/2010 under Section 420/406/34 IPC at P.S. Safdarjung Enclave has been got registered by C.S. Aggarwal against D.K. Jain.

9. During investigation, D.K. Jain has stated that he was a Director of the company RPL and his company had 175 acres land in Gurgaon district. C.S. Aggarwal approached him for setting up SEZ and for the purpose he prepared a lease agreement for 99 years in favour of RPL and an agreement to sell in respect of land in Gurgaon for SEZ project. He has admitted having received Rs.10.94 crores from the company in Rajdhani Nurseries Ltd. but this was not as sale consideration for the land in question. According to D.K. Jain, Rs.10.94 crores was unsecured loan out of which Rs.5.70 crores had been returned. He further states that he has the possession of entire land and had no knowledge of the agreement with the complainant till December, 2008 and the same came to his knowledge only when C.S. Aggarwal told that they have to pay back the money received from the complainant or have to hand over 74% land holding. Consequently, D.K. Jain got the public notices published regarding his land. D.K. Jain further stated that he has got the criminal case registered at P.S. Bilaspur, Gurgaon vide FIR No.7/2010 against C.S. Aggarwal and his men for attempting to take forcibly possession of the land in question.

10. Learned counsel for the complainant says that the SHA was not filed before the learned Metropolitan Magistrate or EOW as the same was of no relevance. The SHA had to come into force only on the Notification of the land being issued by the Government of India as SEZ and the complainant thereafter would have acquired 74% of the shares in the SPV. The Petitioners C.S. Aggarwal and D.K. Jain have played a fraud with the complainant and siphoned of Rs.43 crores of the complainant. As far as the complainant is concerned, he fulfilled his part of the promise by paying part

consideration of Rs.43 crores and involving investment company Xander Investment Holding Ltd. within 8 months. The complainant was to hand over the balance amount only after the notification was issued. Though 1½ years was given to both the Petitioners, however, they did not fulfill their obligations of transferring the land. Further along with the MOU dated 18th June, 2007, sisra of 25 acres of land was annexed, which has been concealed. Both D.K. Jain and C.S. Aggarwal having conspired with each other siphoned Rs.43 crores of complainant and created false balance sheet.

11. I have heard learned counsel for the parties at length. The prosecution case has been reproduced in detail hereinabove. The issue before this Court is whether prima facie the Petitioners have misrepresented and thus siphoned off the money of the complainant amounting to Rs.43 crores and whether in the facts of the case custodial interrogation of the Petitioner is required. There is no doubt as contended by learned counsel for the Complainant that SHA was to come into effect only on the notification of SEZ being issued by the Government of India whereafter the complainant would have made the balance payment. As per the SHA dated 19th February, 2008, if the notification did not take place on or before 31st December, 2008 due to unforeseen circumstances, the complainant would have the liberty to either get refund of the amount paid to RPL or pay the balance amount to the company and get 74% of the land registered in his name/nominees on or before 31st December, 2008 for consideration. Further the agreement was to be terminated by the parties by mutual written agreements and as per the indemnity clause, any party misrepresenting or committing breach was to indemnify the loss. However, a perusal of sub-Clause II of 5.2.1. of the SHA

states that the land shall have been transferred by the LOCs to the SPV through duly executed and registered conveyance/sale deeds such that the SPV shall hold clear title to the land free from all encumbrances to the complete satisfaction of the first party. The SHA also encloses annexure of the land owning companies. It is thus evident that when the complainant entered into the SHA with the Petitioners he was clearly aware that the entire lands were not owned by the Petitioners and the same were owned by different companies which had to be ultimately owned by the SPV. Further, the complainant got conducted due diligence of these lands by his counsel, copy whereof is enclosed in the paper book. Thus, the complainant's averments that he came to know that RPL did not own the land required for the purpose of SEZ in December, 2008 is incorrect as the complainant was aware of this position at least on 19th February, 2008 when he entered into the SHA with the Petitioners. Further this SHA was concealed in the complaint was filed before the learned Metropolitan Magistrate for registration of the FIR when in the interregnum the abovementioned FIR was registered by the Economic Offences Wing.

12. It is not the case of the prosecution that any recovery has to be made. The only contention is that the money trail has to be verified. It may be noted that the receipt of money is not disputed. The entire documents and accounts in this regard have already been given by both the Petitioners to the Economic Offences Wing. Further as per the terms of SHA in the event SEZ notification does not take place on or before 31st December, 2008 due to unforeseen circumstances as well as change in the Government Policies, the complainant would be at liberty to get either refund of amount paid or get the

balance amount paid to the company and get 74% of the above land registered in his name or nominees. A civil suit in this regard has already been filed and the properties are attached.

13. During the course of the arguments learned counsel for the complainant stated that it is now revealed that out of this land 40 acres land had been offered to one Ahuja who has also got registered an FIR against the Petitioner as the Petitioner had taken Rs. 13.25 crores from him. Further RPL balance sheets shows that C.S. Aggarwal took an advance of Rs.30 crores from a company called Pan Card Club Ltd. for the same SEZ project and land. The balance sheets also show that C.S. Aggarwal took 1 million dollars from a NRI as advance for the same SEZ project and land on 26th October, 2007 after four months of executing the MOU with complainant on 18th June, 2007. These contentions are neither the part of the FIR nor part of the status report filed by the State. According to the Petitioner C.S. Aggarwal, FIR No.163/2011 got registered by Ahuja relates to supply of oil and dishonor of the cheques and not the SEZ land.

14. As regards the public notice dated 31st December, 2008 it is specifically stated by learned counsel for D.K. Jain that by the said public notice the Petitioner D.K. Jain did not revoke the resolution dated 14th May, 2007 on the basis of which C.S. Aggarwal executed the Memorandum of Understanding dated 18th June, 2007. Though the public notice did not specifically revoke the authority of C.S. Aggarwal in relation to this Memorandum of Understanding, however, this contention of the learned counsel for the Petitioner D.K. Jain seems to be prima facie incorrect. As many as 9 public notices were issued on the said date. Though the first

public notice was general in nature, however, the 8 other public notices issued by the same counsel stated that for the various properties comprising SEZ land Mr. R.K. Jain Director resident of N-10 Kailash Colony was the person authorized to deal with the properties and there was no other person authorized or empowered to deal with the said properties and any such action will be null and void at the cost and expense of third party. Thus, the entire problem arose because of the revocation of the authority of C.S. Aggarwal by Petitioner D.K. Jain for the reasons best known to him. However, the agreement between the parties i.e. SHA which according to D.K. Jain has not been revoked clearly insulated the complainant and gave him ownership rights in lieu of the money paid.

15. Further the Petitioner C.S. Aggarwal who was on interim protection in this case was arrested in FIRNo.40/2010 by EOW. It is the case of the Petitioner C.S. Aggarwal that investigation qua this matter was also conducted during the said investigation which was an offshoot to the present case. Though the affidavit of the Additional DCP denies this fact and even denies that the co-accused was called and states that the co-accused appeared of his own, however, from the facts on record it is apparent that the investigating agency is not coming out clean. Affidavits of D.K. Jain have been filed wherein it is clearly stated that his representatives were informed by the Investigating Officer during the police custody remand of C.S. Aggarwal pursuant to which he joined the investigation before the EOW. Entire evidence is documentary in nature which is in the possession of the investigating agency.

16. As regards D.K. Jain it may be noted that the entire problem arose on account of D.K. Jain backing out of the agreement and revoking the authority of C.S. Aggarwal in December, 2008. D.K. Jain does not dispute the execution of the lease deed dated 30th November, 2006y and the agreement to sell dated 5th February, 2007. The other bone of contention by the State that the lease deed was executed for 198 acres of land though D.K. Jain owned only 175 acres of land, has also been executed by D.K. Jain. Thus, it cannot be said that he has no role to play. Learned counsel for D.K. Jain admits that D.K. Jain has to return a sum of Rs.5.24 crores to the Complainant and he is willing to pay the same to the Complainant. Further medical documents of D.K. Jain have been placed on record, which have been verified. As per the medical documents, D.K. Jain is suffering from interstitial lung disease and requires domiciliary oxygen supplements.

17. Thus in view of the complainant being aware that the land was not owned by the Petitioners but by different companies, the fact that D.K. Jain is willing to give a sum of Rs.5.24 crores to the Complainant and is suffering from interstitial lung disease for which he requires Oxygen Cylinder and hygienic conditions, I deem fit to grant anticipatory bail to the Petitioners. It is, therefore, directed that in the event of arrest, the Petitioners be released on their furnishing a personal bond in the sum of Rs.5 lacs each with two sureties each of the like amount subject to the satisfaction of the Arresting Officer, further subject to the conditions that they will join the investigation as and when directed and not leave the Country without the prior permission of the Court. Petitioner D.K. Jain will further pay a sum of Rs.5.24 crores to the Complainant as undertaken within four weeks from the date of the order

without prejudice to the rights and contentions of the parties in the various proceedings pending between the parties.

18. Petitions and applications are disposed of. Order dasti.

(MUKTA GUPTA)
JUDGE

MARCH 30, 2012
ga/vkm