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IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of Decision: 6th January, 2014

+ **BAIL APPLN. 656/2013**

AKHIL AGGARWAL

..... Petitioner

Through: Ms. Rebecca John, Sr. Advocate with
Mr. Vivek Kohli, Mr. Lokesh Bhola
and Ms. Mansha Anand, Advocates

versus

STATE NCT OF DELHI

..... Respondent

Through: Ms. Fizani Hussain , APP for the
State
Mr. D.S. Kohli, Advocate for the
complainant
Insp. Ashu Girotra, EOW

+ **BAIL APPLN. 657/2013**

SACHIN TANDON

..... Petitioner

Through: Ms. Rebecca John, Sr. Advocate with
Mr. Vivek Kohli, Mr. Lokesh Bhola
and Ms. Mansha Anand, Advocates

versus

STATE NCT OF DELHI

..... Respondent

Through: Ms. Fizani Hussain , APP for the
State.
Mr. D.S. Kohli, Advocate for the
complainant
Insp. Ashu Girotra, EOW

CORAM:

HON'BLE MS. JUSTICE SUNITA GUPTA

J U D G M E N T

: SUNITA GUPTA, J.

1. Vide this common order, I shall dispose of two bail applications bearing No. 656/2013 and 657/2013 moved by Sh. Akhil Aggaral and Mr. Sachin Tandon as both the applicants are arrayed as accused in case FIR No.74/2013 u/s 420/109/467/120B/468/406/471 PS EOW.
2. The prosecution case in brief is that a complaint was filed by M/s Habitat Towers Private Limited against Mr. Abhay Aggarwal, Akhil Aggarwal, Amrit Malhotra, Sachin Tandon, Arun Pillani and Balraj, *inter alia*, on the allegation that in or around April, 2011, accused No. 2 and 4, i.e., Mr. Akhil Aggarwal and Mr. Sachin Tandon approached Mr. Harvinder Singh for and on behalf of the complainant company, M/s. Habitat Towers Pvt. Ltd. and while introducing themselves to be the brother and attorney of accused No. 1 floated a proposal for sale of property described as property bearing No. 142, Vista Vilas Complex, Greenwoods City, Gurgaon, Haryana measuring 951.10 sq.mtrs. Since the company was not having any immediate plan to invest in Gurgaon, Mr. Harvinder Singh expressed his reluctance. However, in order to make proposal lucrative, Accused Nos. 2 & 4 proposed him that they were offering a clean project for sale and since it was direct sale offered by the owner, without any

intermediary in between, the company could save substantially by avoiding brokerage for the deal. Lured with the proposal, Mr. Harvinder Singh expressed his willingness, subject to the condition of the sale price being reasonable. After initial deliberations and verification of the title documents, the sale consideration was negotiated and the company agreed to purchase the property for a total sale consideration of Rs.8,25,00,000/-. After formally consenting for the deal, on 6th May, 2011, accused No.1 requested Mr. Harvinder Singh to liquidate a sum of Rs.1,00,00,000/- as an earnest money and in consonance with the aforesaid request, complainant company got prepared a demand draft of Rs.1,00,00,000/- drawn on Citi Bank favouring Accused No. 1. However, since Accused No.1, i.e., Abhay Aggarwal was not in India, Mr. Harvinder Singh requested Accused No.1 to send an authorization in favour of anybody, who was to execute requisite documents on his behalf. On 9th May, 2011, Accused No. 1 sent an authority letter authorising Accused No. 2 to collect the demand draft on his behalf towards earnest money out of the total agreed sale consideration of the said property. Pursuant thereto, Mr. Harvinder Singh handed over demand draft of Rs.1,00,00,000/- to Accused No.2 Akhil Aggarwal. On 12th May,

2011, accused No. 1 requested Mr. Harvinder Singh that since he was abroad and had to make some urgent payment in India, as such, the demand draft of Rs.1,00,00,000/- be substituted with cash and that since he was receiving this amount in cash, it should not be reflected in the “Agreement to Sell” and, accordingly, the total sale consideration may be reduced to Rs.7,25,00,000/- only which would automatically acknowledge the receipt of Rs.1,00,00,000/- paid to Mr. Abhay Aggarwal. Initially Mr. Harvinder Singh was reluctant to accede to the request. However, on persistent request of Accused No.1 Harvinder Singh substituted the demand draft of Rs.1,00,00,000/- with cash payment of Rs.1,00,00,000/- to Accused No. 1 through Accused No. 2 in the presence of Sanjeev Tandon and Ashu Jhingan. On 13th May, 2011, additional payment of Rs.20,00,000/- by demand draft was received by Accused No. 2 against receipt. On 14th May, 2011, Mr. Harvinder Singh received an *e mail* from Accused No.1 with two attachments. One attachment was a scanned copy of GPA dated 16th June, 2010 executed by Accused No.1 in favour of Accused No. 3, Mr. Amrit Malhotra concerning the said property whereas the second attachment was letter of “Offer to Sell cum Authority Letter”. Although subject of “Offer to

Sell cum Authority Letter” was reflecting accused No. 2 as an authorized person but in the body of the letter, Accused No. 3 was shown to have been authorized to do the needful for the sale of the said property against total sale consideration of Rs.7,25,00,000/- and further to receive the sale proceeds by way of demand draft/pay order etc. On clarification from Accused No. 1, Mr. Harvinder Singh was shocked when the accused No. 1 told him that Accused No. 2 is not his real brother and he could not believe him beyond this. Accused No.1 trusted Accused No.2 for receipt of cash to the tune of Rs.1,00,00,000/- but for rest of the transaction he was not trusting him, however, since substantial payment was already made by the complainant company without any receipt, Mr. Harvinder Singh consented for the same without raising an issue out of it. Accordingly on 16th May, 2011, an “Agreement to Sell” was executed between Accused No. 1 through his attorney Mr. Amrit Malhotra, Accused No. 3 and the complainant Company through its Director Mr. Harvinder Singh. The consideration price of the suit property was shown as Rs.7,25,00,000/- whereas earnest money was shown as Rs.20,00,000/- only. While acknowledging the said transaction, accused No.1 sent an *e mail* to the complainant and enquired about

the mode of balance sale consideration. Since it was agreed that the payment would be made within 60 days from the date of registration of Agreement to Sell, as such, the Accused No. 1 was asked to get the Agreement to Sell registered so that sale proceedings could be expeditiously concluded. Despite repeated requests to Accused Nos. 1 to 3, Agreement to Sell could not be registered. Harvinder Singh also came to know that GPA dated 16th June, 2010 was false as the notarization was shown to have been done on the basis of fabricated seal of the Notary since the Accused No. 1 did not want that the GPA to be used on any of the Government/legal platform, as such, Accused No. 1 informed him that he himself will execute a fresh Agreement to Sell which will be registered before the Competent Authority. The complainant company received an information about Accused No.1 having entered into another "Agreement to Sell" with one Kewal Talwar concerning the same property and Accused No.1 already receiving a sum of Rs.1,75,00,000/- from said Kewal Talwar. When accused No. 1 was confronted with such revelation, accused No. 1 telephonically assured him that the matter has already been sorted out and accused No. 1 was willing to execute and get the Agreement to Sell registered. On 6th July, 2011, the Agreement to Sell was got

registered. The entire transaction with Kewal Talwar was shrouded with suspicion, as such, Harvinder Singh insisted upon the accused persons to furnish No Objection from Mr. Kewal Talwar. The subsequent communication revealed that contrary stands were taken by the accused persons. It was also revealed that GPA dated 16th June, 2010 was forged. The complainant insisted upon the accused persons to clear all the ambiguities and conclude the deal, however, instead of adhering to the aforesaid request, accused No. 1 kept on dragging the issue. During occurrence of all this, accused No. 1 along with his father visited Harvinder Singh and they admitted having committed the fraud. However, accused No. 1 insisted upon the complainant to conclude the sale and presented a letter of apology. The complainant demanded the publication in newspaper to ensure that no other person is dealing with the said property. Thereupon, accused No. 1 filed a civil suit against the complainant. It was alleged that the accused persons fabricated documents and have caused wrongful loss to the complainant company, as such, action was prayed against the accused persons. Subsequently, on the direction of the Court, FIR u/s 406/420/468/467/471/120-B/109 IPC was registered.

3. I have heard Ms. Rebecca M. John, Sr. Advocate for the

petitioner, Ms. Fizani Hussain, learned APP for the State duly assisted by Sh. D.S. Kohli, Advocate for the respondent/complainant.

4. It was submitted by learned counsel for the petitioner that Mr. Abhay Aggarwal has executed one registered Agreement to Sell dated 5th July, 2011 in favour of the complainant for sale of the property in question for a total consideration of Rs.7,25,00,000/- and an amount of Rs.20,00,000/- was tendered by the complainant vide demand draft and the same was accepted by Mr. Abhay Aggarwal through the applicant. It was agreed that Mr. Abhay Aggarwal was entitled for balance consideration of Rs.7,05,00,000/- from the complainant upon execution of the sale deed of the said property and that in case the complainant failed to pay the balance consideration within 60 days from the date of registration of the agreement, the agreement can be treated as cancelled. Mr. Abhay Agarwal further assured that the said property is absolutely free from all kinds of encumbrances and there was no defect in the title. In the event of any dispute between the parties, the matter would be resolved through arbitration. The complainant failed to pay the balance sale consideration within 60 days. However, Mr. Abhay Aggarwal had visited the office of Sub-Registrar, Gurgaon on 5th September, 2011 for execution of sale deed

and to receive the remaining payment. As the complainant failed to pay the balance sale consideration within the stipulated time period, Mr. Abhay Aggarwal sent various *e mails* as well as legal notice to the complainant to comply their part of obligations as per the agreement. He was also constrained to file a suit before the High Court of Delhi for seeking relief of declaration and cancellation of the agreement. The complainant in their written statement took a preliminary objection regarding the maintainability of the suit in view of the arbitration clause in the agreement. On 26th November, 2012, the counsel for the complainant agreed for the appointment of a retired judge of the High Court as sole arbitrator, as such, Justice S.N. Aggarwal (retired) was appointed as a sole arbitrator to adjudicate upon the disputes between the parties. The complainant despite having agreed for the appointment of sole arbitrator, filed a Review Petition before High Court for recall of order and after hearing of the petition, the counsel for the complainant withdrew the petition. Despite the same, the complainant again filed an appeal being FAO (OS) No. 48/2013 before the High Court wherein the counsel for the complainant was reprimanded by the Division Bench of the High Court for *malafide* conduct of the complainant and the appeal was

dismissed without any merit. During the arbitration proceedings before the Sole Arbitrator, the complainant initially objected to the jurisdiction of the arbitrator. On filing of pleadings on behalf of the complainant, it came to the knowledge of the applicant that complainant has already filed a criminal complaint on 21st December, 2011 before SHO, PS Mandir Marg, New Delhi against Mr. Abhay Aggarwal, applicant and others. On perusal of the complaint before EOW, it was revealed that the complainant has alleged certain false and frivolous facts in order to mislead the officials of EOW. The officers of EOW also informed the applicant that complainant has also filed application u/s 156 (3) of Cr. P.C. against the applicants for registration of FIR and that FIR has been registered against the applicant and others. The FIR pertains to a civil dispute but the complainant has dragged Mr. Abhay Aggarwal along with applicants and other accused in a criminal litigation in order to pressurise and coerce Mr. Abhay Aggarwal. Complainant has alleged that the total consideration was Rs.8,25,00,000/- out of which Rs.1crore was paid in cash to Mr. Abhay Aggarwal through applicant. The Agreement to Sell dated 5th July, 2011 as well as the receipt of Rs.20,00,000/- clearly reflects that the total sale consideration of the said property

was Rs.7,25,00,000/- only. There is no *iota* of evidence submitting that the total sale consideration was not Rs.7,25,00,000/-. The complainant has alleged that initially a demand draft of Rs.1 crore was given to the applicant, however, there is no proof of handing over of demand draft of Rs.1 crore. The complainant while giving a demand draft of Rs.20,00,000/- to Mr. Akhil Aggarwal and Mr. Amrit Malhotra had taken their respective receipts. It is difficult to comprehend as to how a demand draft of Rs. 1 crore was given without any receipt or proof. Thus, all the allegations of the complainant are baseless and without any merit. The version of the complainant that Rs.1 crore was paid to the applicant in cash cannot be accepted without any proof or receipt. The authority letter dated 9th May, 2011 executed by Mr. Abhay Aggarwal in favour of Mr. Akhil Aggarwal was to accept the DD of Rs. 1 crore only, however, the complainant insisted for the possession of garage or any other room of the said property against the payment of earnest money of Rs.1 crore. However, Mr. Abhay Aggarwal was not willing to part with possession of any portion of the said property. Therefore, the parties agreed to payment of Rs.20,00,000 as earnest money and Mr. Abhay did not part with any portion of the property. Only earnest

money of Rs.20,00,000/- has been received by him. Thus, the letter dated 9th May, 2011 was never acted upon and the allegation of the complainant that the demand draft was replaced by way of cash is a mere afterthought and without any merit. It was further submitted that as per the allegations of the complainant, General Power of Attorney dated 16th June, 2010 executed by Mr. Abhay Aggarwal in favour of Mr. Amrit Malhotra has been forged and fabricated as the stamp of the Notary on the same has not been recorded in the records of the Notary. It was submitted that essential ingredients of the offence of forgery as provided under Section 463 of the Indian Penal Code provides that the documents alleged to be forged has been prepared dishonestly or fraudulently with the intention of causing it to be believed that such document was made or signed by the authority of a person by whom or whose authority he knows that it was not made or signed. Mr. Abhay Aggarwal as well as Mr. Amrit Malhotra, who are the parties to the said General Power of Attorney have never disputed the contents or the execution of General Power of Attorney. Moreover, the Agreement to Sell dated 5th July, 2011 which forms the basis for the complainant to allege any claim over the said property was not executed on the basis of the said General Power of Attorney.

Moreover, the said General Power of Attorney was later on rectified by the Registered General Power of Attorney freshly executed between the same parties for the same purpose.

5. It was further submitted that mere allegations of the complainant regarding forgery of NOC obtained from Mr. Kewal Talwar regarding the sale of the property is without any basis. The applicant was informed by Mr. Abhay Aggarwal that the Receipt-cum-NOC executed by Mr. Kewal Talwar was duly sent by mail dated 2nd September, 2011 by Mr. Abhay Aggarwal to the complainant. The complainant is falsely relying on the *e mail* dated 2nd September, 2011 sent at 5:11 pm by Mr. Arun Pillani to the complainant by which the draft of the Receipt-cum-NOC was forwarded to the complainant. This document clearly demonstrates that Mr. Arun Pillani had already forwarded the draft of the Receipt-cum-NOC on 1st September, 2011 at 3:25 pm to the complainant. The mere fact of forwarding the draft of the said Receipt-cum-NOC to the complainant does not substantiate the allegation of forgery. Moreover, Mr. Kewal Talwar has also given a hand written NOC dated 25th September, 2011 clearly stipulating that he had no claim whatsoever in respect of the said property.

6. It was further submitted that the complainant further alleged that Mr. Abhay Aggarwal had also taken Rs.1,10,00,000/- from Mr. Vinod and Mr. Amit Gupta without substantiating the same. The director of the complainant Company Mr. Harvinder Singh is a chronic and habitual litigant who is engaged in series of similar kinds of transactions to misuse the facts and circumstances to its advantage and thereby illegally extracting the hard earned money of various innocent persons. Several litigations for commission of serious offences have been pending against Mr. Harvinder Singh before different Courts of law.

7. It was submitted that the applicants have already joined investigation and they undertake to join investigation as and when required. The dispute is basically civil in nature, as such, they be released on bail.

8. The application is strongly opposed by learned Public Prosecutor for the State as well as learned counsel for the complainant on the ground that when Abhay Aggarwal initially entered into an Agreement to Sell, at that time, it was represented that the property was free from any encumbrances. The deal was finalized for Rs.8.25 crores. On the request of Mr. Abhay Aggarwal, a draft of Rs.1 crore

was prepared. Mr. Abhay Aggarwal had communicated to the complainant that document would be executed by his attorney as he was living abroad. Mr. Abhay Aggarwal had sent an authority letter on 9th May, 2011 to the complainant for giving Rs.1 crore by way of demand draft to Akhil Aggarwal. Accordingly, the complainant prepared a demand draft of Rs.1 crore on 6th May, 2011 in the name of Abhay Aggarwal and handed over the same to him. However, on 12th May, 2011, Abhay Aggarwal requested the complainant to change the demand draft of Rs.1 crore with cash and it was told that the Agreement to Sell which was to be prepared will be of Rs.7.25 crores instead of 8.25 crores as he was receiving the amount in cash. The complainant agreed to the same and gave Rs.1 crore cash to Akhil Aggarwal in the presence of Ashu Jhigan and Sanjeev Tandon. Another payment of Rs.20,00,000/- was made by the Demand Draft to Akhil Aggarwal. During the course of transaction, the complainant came to know that Abhay Aggarwal had entered into another Agreement to Sell with one Kewal Talwar for the same property and had received Rs.1.75 crores from him. When clarification was sought from Abhay Aggarwal on telephone, he denied the same. In fact, in continuation of the earlier Agreement to Sell dated 16th May, 2011,

another Agreement to Sell was got prepared and registered at the office of Sub-Registrar, Gurgaon on 6th July, 2011 between the complainant and Abhay Aggarwal which was witnessed by Sachin Tandon and Balraj. The complainant came across a copy of Agreement to Sell dated 2nd December, 2010 between Abhay Aggarwal and Kewal Talwar. On seeking clarification from Akhil Aggarwal and Amrit Malhotra, it was communicated that since Kewal Talwar could not make the payment within the stipulated time frame, as such, Abhay Aggarwal had returned the amount. When NOC was demanded then Abhay Aggarwal sent an *e mail* on 2nd September, 2011 with an attachment carrying the receipt signed by Sh. Kewal Talwar through which it was shown that he had received the payment. However, another *e mail* was received from one Arun Pillani through which an attachment was sent in respect of the receipt which carried no signatures or cheque numbers of Kewal Talwar. In the meanwhile, Abhay Aggarwal sent another *e mail* dated 26th September, 2011 and communicated that he had finally resolved the matter with Kewal Talwar which proved that the earlier communication of having settled the matter was completely false and fabricated. On verification of the GPA executed by Abhay Aggarwal in favour of Amrit Malhotra, it

was found to be not valid as there was no entry in the record of attestation of the Notary public.

9. It was further submitted that one Amitabh Gupta had also sent legal notice to the complainant as well as Abhay Aggarwal, Akhil Aggarwal and Mr. Amrit Malhotra from which it was revealed that Abhay Aggarwal had agreed to sell the property in question to Amitabh Gupta in the month of October, 2010 and had also received an amount of Rs.55 lacs in cash from him through Akhil Aggarwal and Amrit Malhotra. Akhil Aggarwal and Amit Malhotra were confronted with the copy of the Conveyance Deed and both of them confirmed that although the signatures are theirs but the writing mentioning the receipt of Rs.55 lacs has not been made by them. They claimed that the same has been written afterwards. As such, it was submitted that keeping in view the *modus operandi* adopted by the accused persons, the allegations are very serious in nature and they are not entitled to be released on bail.

10. Supreme Court in ***Kalyan Chand Sarkar Vs. Rajesh Ranjan***, (2004) 7 SCC 528 laid down the following principles for grant of bail:-

- i) Whether there is any *prima facie* or reasonable ground to

believe that the accused had committed the offence;

- ii) Nature and gravity of the charge;
- iii) Severity of the punishment in the event of conviction;
- iv) Chances of the accused absconding or fleeing after release on bail.
- v) Character, behaviour, means position and status of the accused.
- vi) Likelihood of the offence being repeated;
- vii) Reasonable apprehension of the witnesses being tampered with;
- viii) Chances of justice being thwarted by grant of bail.

11. The pleadings of the parties reveal that it is undisputed case of the parties that initially an Agreement to Sell dated 16th May, 2011 was entered into between Abhay Aggarwal through his GPA Amrit Malhotra and the complainant in respect of the property bearing 142, Vista Vilas Complex, Greenwoods City, Gurgaon, Haryana. A sum of Rs. 20 lacs was given by the complainant vide demand draft to Abhay Aggarwal through his brother Akhil Aggarwal. Thereafter, another Agreement to Sell dated 5th July, 2011 was entered into between the parties which was registered with the Sub-Registrar, Gurgaon. It is

not in dispute that Abhay Aggarwal sent an *e mail* authorising Mr. Akhil Aggarwal to receive a sum of Rs.1 crore by way of demand draft and a demand draft bearing No. 074922 dated 6th May, 2011 drawn on Citi Bank, Jeevan Bharti Building, Connaught Circus, New Delhi was got prepared by the complainant in favour of Mr. Abhay Aggarwal. However, it is the case of the complainant that the demand draft was handed over to Mr. Akhil Aggarwal but Abhay Aggarwal requested for payment of this amount in cash and also told that Agreement to Sell which was to be prepared will be of Rs.7.25 crores instead of Rs.8.25 crores as he was receiving the amount in cash. The complainant agreed to the same and gave Rs. 1crore cash to Akhil Aggarwal in the presence of Ashu Jhingan and Sanjeev Tandon. There is a controversy regarding receipt of Rs.1crore in cash by Abhay Aggarwal through Akhil Aggarwal inasmuch as it is the case of the applicant that the complainant wanted that possession of some portion of the property be handed over to them in lieu of payment of Rs. 1crore which was not acceded to by Mr. Abhay Aggarwal and, therefore, Rs.1crore was never paid by the complainant and only Rs.20,00,000/- was paid by way of demand draft which finds mentioned in the Agreement to Sell. On the other hand, according to

the complainant, the payment was made in the presence of Ashu Jhingan and Sanjeev Tandon whose statements were recorded by the IO during the investigation of the case. In the status report, it is further recorded that the complainant has provided the source of payment of Rs.1 crore which he gave in cash as well as the books of accounts reflecting the same.

12. Although at the time of entering into Agreement to Sell, it was represented to the complainant that the property is free from any encumbrances, however, according to the complainant, later on he came to know that Abhay Aggarwal has entered into an Agreement to Sell with one Mr. Kewal Talwar for a sum of Rs. 1.75 crores. Vide letter dated 24th August, 2011, he was informed that a sum of Rs.85,00,000/- was taken as advance from Kewal Talwar which has been paid back to him as he was not able to make total payment in the stipulated time frame for the property. In the subsequent letter dated 6th September, 2011 Abhay Aggarwal expressed his regret for having concealed about entering into Agreement to Sell with Kewal Talwar and requested to overlook his wrongful act and proceed to execute the sale deed. He further assured him that he was in the process of winding up the deal with Mr. Kewal and will provide the

NOC from him that his Agreement to Sell stands cancelled and void. Thereafter, one NOC was taken from Kewal Talwar and here also there is a dispute regarding the manner in which it was taken. The fact remains that although initially the complainant was informed that due to non-payment of the balance sale consideration the earnest money paid by Mr. Kewal Talwar stands forfeited and therefore, there was no impediment in executing the sale deed in favour of the complainant but the subsequent events reflects that when the complainant came to know about the Agreement to Sell with Kewal Talwar and insisted for NOC then only, the NOC was taken from him after paying a sum of Rs.85,00,000/-. All this shows that the deal was not fair. Moreover, the GPA in favour of Amrit Malhotra who had entered into the Agreement to Sell initially with the complainant was found to be not notarised and it was only after an objection was taken by the complainant that it was subsequently got rectified.

13. During the pendency of the bail application, an effort was made by this Court for settlement. The complainant agreed to pay the balance amount of Rs.7.05 crores with Rs.80 lacs as interest with the rider that the petitioners will publish in two daily newspapers that the property is free from encumbrances. Record reveals that although

according to the petitioner, the publication was done, however, it was submitted by the complainant that it has been learnt from a public notice dated 12th July, 2013 that one Mr. Amitabh Gupta is also claiming his right in the property in dispute. As such, the matter could not be settled. Although during the course of arguments, it was denied that any agreement was entered into with Amitabh Gupta, however, as per the status report furnished by the State, Amitabh Gupta was examined. He provided the copy of the Conveyance Deed bearing the signatures of both Akhil Aggarwal and Amrit Malhotra. The front page of the same also bears receipt of Rs.55,00,000/- in cash. Akhil Aggarwal and Amrit Malhotra were confronted with the copy of the Conveyance Deed and they confirmed their signatures on the same, however, they denied the writing mentioning the receipt of Rs.55,00,000/-. Be that as it may, the fact remains that although it was represented that the property was free from any encumbrances but the narration of events discussed above tells a different story. The allegations are quite grave and serious in nature. That being so, it is not a fit case for grant of anticipatory bail.

14. The applications are accordingly dismissed.

15. Interim protection granted vide order dated 26th April, 2013
stands vacated.

JANUARY 06, 2014
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SUNITA GUPTA, J