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

Judgment delivered on: 30th June, 2015

+ BAIL APPLN. 1268/2015

NARENDER KUMAR KHURANA Petitioner
Represented by: Mr. L.S. Solanki and
Ms. Geeta Bhardwaj, Advs.

versus

THE STATE (NCT OF DELHI) Respondent
Represented by: Mr. Ravi Nayak, APP for
State with Inspr. Hira Lal, PS-Saket.
Mr. P.R. Chatterjee and Mr. Ricky
Kundra, Advs. for complainant.

CORAM:
HON'BLE MR. JUSTICE SURESH KAIT

SURESH KAIT, J. (Oral)

Crl. M.A. 9150/2015 (for exemption)

Exemptions allowed, subject to all just exceptions.

Accordingly, the application is allowed.

+ **BAIL APPLN. 1268/2015**

1. The present petition has been filed under Section 438 Cr.P.C. for grant of anticipatory bail to the petitioner while assailing the order dated 07.08.2013 passed by Trial Court.

2. Ld. Counsel appearing on behalf of the petitioner submits that vide the aforesaid order, Id. Judge came to the conclusion that it

is not believable the petitioner was stated to be a Clerk in the State Bank of India and claimed that an amount of Rs.30 Lac was given by him to the complainant as he had received sale proceeds of his Rani Bagh property.

3. Ld. Counsel further submits that it is not in dispute that the petitioner was a witness of the agreement entered into between Dinesh Kundra / complainant and Dinesh Singhania, the main accused for the purchase of a property at Saket. The transaction amount of Rs.80 Lac in respect of the said property was given in favour of Dinesh Singhania. However, the petitioner has not received even a single penny from the said transaction as alleged.

4. In addition to that the petitioner had given a loan of Rs.30 Lac to the complainant Dinesh Kundra as is evident from the memorandum of understanding, which is at page 24 of the Paper Book. The complainant Dinesh Kundra had issued two cheques, i.e., Rs.30 Lac and Rs.5 Lac of dated 05.08.2013 and 30.05.2013 respectively, both drawn on HDFC Bank, as security.

5. Ld. Counsel submits that main accused Dinesh Singhania has not been arrested till date and therefore, the complainant is putting pressure on the petitioner, although the petitioner is not aware of the whereabouts of Dinesh Singhania.

6. Ld. Counsel further submits that in addition to that co-accused Nikhil Kharbanda, who was also the witness of the Sale Agreement was enlarged on a regular bail by this Court vide order

dated 08.06.2015. The petitioner is similarly situated and therefore, he can also be enlarged on bail by putting any condition upon him.

7. On the other hand, ld. APP submits that in the present case, main accused namely Dinesh Singhanian is still absconding and the co-accused Nikhil Kharbanda, who was also the witness of the Sale Agreement was arrested on 16.05.2015 and was enlarged on bail by this court vide order 08.06.2015.

8. Ld. APP further submits that petitioner and the main accused Dinesh Singhanian allured the complainant to purchase the said property as the said property was free from all encumbrances. Accordingly, the complainant entered into an agreement with Dinesh Singhanian and had paid Rs.80 Lac as a total sale consideration. After the payment, when the complainant visited the site for taking the possession, he came to know that the property was in the name of DDA and a signboard to this effect was also found there. Thereafter, on enquiry from the DDA, the complainant came to know that the said property belongs to DDA and the accused Dinesh Singhanian has sold the aforesaid property on bogus documents. After this information, the complainant made first complaint on 01.02.2013. Thereafter, the documents relating to the allotment of the property in question was produced by the petitioner. Accordingly, the complainant pursued them to pay the said amount, however, could not get the same. Thereafter, another complaint was made on 22.03.2013, which culminated into FIR no. 272/2013 registered at PS-Saket, under Sections

468/471/120B/420/467 IPC against the accused including the petitioner.

9. Ld. APP further submits that petitioner is instrumental to the Sale proceeds. Therefore, being the beneficiary of the amount, he may not be enlarged on bail.

10. Fact remains that, complainant entered into an agreement on 12.12.2009 with Dinesh Singhania, the main accused. It is also not in dispute that the petitioner was the signatory of the said agreement as a witness. It is further not in dispute that as per the memorandum of understanding dated 08.11.2012, the complainant had taken a loan of Rs.30 Lac from the petitioner and two cheques as noted above were issued in favour of the petitioner, which have been dishonoured on presenting.

11. In addition to above, another witness of the Sale Agreement namely Nikhil Kharbanda has been enlarged on a regular bail by this Court vide order dated 08.06.2015.

12. In view of above, without commenting on the merits of the case, I am of the considered opinion that the petitioner is entitled for the relief sought in the instant petition.

13. Accordingly, the petition is allowed.

14. Consequently, concerned IO is directed to release the petitioner on bail on a personal security of Rs.50,000/- with one surety of the like amount to his satisfaction in the event of arrest.

15. Petitioner is directed to join investigation and shall attend the call of the IO as and when required. He shall not influence the witness and tamper with any documents and shall not leave the jurisdiction of this Court without giving prior intimation to IO.

16. *Dasti.*

SURESH KAIT, J

JUNE 30, 2015

jg