

\$~76

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

+ **BAIL APPLN. 140/2016**

ABDUL AHAD

..... Petitioner

Through: **Mr.C.M.Sharma, Advocate**

versus

STATE

..... Respondent

Through: **Mr.Sudershan Joon, APP for the State
with SI Manoj Kumar PS Jafrabad**

CORAM:

HON'BLE MS. JUSTICE PRATIBHA RANI

ORDER

%

09.02.2016

1. The petitioner is seeking anticipatory bail in case FIR No.333/2015 registered under Sections 420/34 IPC at PS Jafrabad.
2. Learned counsel for the petitioner submits that the petitioner herein entered into a bayana agreement dated 20th September, 2012 with Mohd. Taufiq, the owner of the property in respect of the property No. C-12/126, Yamuna Vihar, Delhi. The last date for completion of transaction was 10th February, 2013. Before the expiry of that period the petitioner was authorized by Mohd.Taufiq to enter into an agreement for sale of the same property with another prospective buyer. The petitioner entered into an agreement with the complainant of this FIR. However, the default was committed by the complainant himself due to which the petitioner had to suffer huge loss as the earnest money paid by him to Mohd. Taufiq was forfeited. Hence it is a case where petitioner cannot be blamed for committing the offence of cheating. Thus, he may be enlarged on

anticipatory bail.

3. Learned Trial Court while declining the prayer for grant of anticipatory bail has observed that as per the investigation neither the petitioner nor Mohd.Taufiq were the owners of the property and it needs to be verified how both of them could enter into the transaction by representing themselves to be the owner of the property No. C-12/126, Yamuna Vihar, Delhi. It is admitted case of the petitioner that on the day he entered into an agreement with the complainant he was not having any title in his favour. Even on the basis of bayana agreement, the petitioner was not authorised to enter into any transaction with the third party representing himself to be the owner.

4. Keeping in view the nature of the offence and the manner in which the complainant has been allegedly cheated, I do not find it to be a fit case for grant of anticipatory bail to the petitioner.

5. The application is dismissed.

6. Any observation made above is not an expression on the merits of the case but only for the purpose of disposal of the bail application.

PRATIBHA RANI, J.

FEBRUARY 09, 2016

‘pg’