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

+ **BAIL APPLN. 667/2016**

GURJEET KAUR

..... Petitioner

Represented by: Mr. Pramod Ahuja with Mr.
Abhishek Mishra, Advs.

versus

STATE

..... Respondent

Represented by: Ms. Neelam Sharma APP with
SI Rajiv Singh, PS Mehrauli.
Mr. Narender Sharma, Adv. for
complainant.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

18.07.2016

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By the present petition, the petitioner seeks anticipatory bail in case FIR No. 1050/2015 under Sections 420/468/471 IPC registered at PS Mehrauli.

Learned counsel for the petitioner submits that the petitioner is not involved in the offence of cheating and forgery. She just found some documents lying in her house in the name of her spouse late Shri Gurjeet Singh. She is not connected with the selling of the property in question to anyone. The antecedents of complainant are not bonafide. FIR was registered pursuant to a direction under Section 156(3) Cr.PC.

Learned APP for the State has taken me through the status report and opposes the grant of anticipatory bail to the petitioner.

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As per the FIR, the allegations against the petitioner are that on 28th August, 2014 one Manoj Yadav contacted the complainant and informed that one plot bearing No.316 in Khasra No.109 admeasuring 100 sq.yds in Gali No.8 was available in the revenue estate of Village Chattarpur. Manoj Yadav represented that Smt. Gurjeet Kaur was owner of the said plot. The complainant visited the said plot and thereafter agreed to purchase the same. The complainant along with Subhash, Manoj Yadav and Brahm visited Smt. Gurjeet Kaur. On demand, the documents of the plot were not shown and it was stated that the same were lying in the bank locker and the same will be available after 2-3 days. On 3rd September, 2014, a meeting was arranged at the house of Smt. Gurjeet Kaur and the complainant saw the documents of plot whereafter a deal was finalised for a sum of ₹61 lakhs. An agreement to sell with advance receipt was executed on the same day and a sum of ₹10 lakhs was paid out of which ₹5 lakhs was paid vide cheque No.000029 dated 3rd September, 2014 and the balance ₹5 lakhs as cash.

As per the agreement, the balance amount of ₹5 lakhs was to be paid by 9th October, 2014. On the asking of Smt. Gurjeet Kaur that she needed the balance amount as she has to pay loan of someone else, it was decided that the entire payment will be made to her on 26th September, 2014 when she will execute the relevant documents. On 26th September, 2014 Smt. Gurjeet Kaur came to the office of the complainant and collected the entire amount of which ₹19, 17,000/- by way of two cheques and balance amount of ₹36,83,000/- was paid in cash. Mrs. Gurjeet Kaur later sought payment of ₹9,17,000/- against cheque No.000031 dated 1st October, 2014 showing her problem Thus the complainant arranged the said money. All the

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documents were executed by Smt. Gurjeet Kaur however when she was asked for vacant physical possession she stated that the keys were with servant who is out of station. The cheque for ₹10 lakhs was encashed by Smt. Gurjeet Kaur. However, she failed to deliver the possession of the plot. Later when the complainant reached the plot, he found Arun Kumar along with Pradeep Kumar at the spot and on inquiry it was informed that the plot does not belong to Smt. Gurjeet Kaur. Thus, the FIR.

Though the claim of Smt. Gurjeet Kaur was that property initially was allotted by the Gram Sabha, Chhatarpur to one Suresh Kumar who executed a GPA, Agreement to Sell, Affidavit, Receipt in favour of Balinder Singh from whom it was transferred in the name of her husband Gurjeet Singh Saini. However, during investigation when Suresh Kumar was examined, he stated that he had not sold the plot to anyone. As per the status report, though the petitioner joined the investigation, however she did not cooperate.

Considering the allegations against the petitioner, I do not find it to be a fit case to grant anticipatory bail.

Petition is dismissed.

MUKTA GUPTA, J.

JULY 18, 2016
‘v mittal’