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IN THE HIGH COURT OF DELHI AT NEW DELHI

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BAIL APPLN. 2338/2014 & CrI. M.B. No.10808/2014

SANJEEV DUTTA

..... Petitioner

Represented by: Mr. Maninder Singh & Ms. Smriti
Asmita, Advocates.

versus

STATE

..... Respondent

Represented by: Mr. Ravi Nayak, APP for the State
with SI Rampal, PS Safdarjung
Enclave.
Mr. Jinendra Jain, Mr. Shashwat
Bhardwaj & Ms. Aastha, Advocates
for the complainant.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

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29.11.2016

1. By this application, the petitioner seeks anticipatory bail in case FIR No.727/2013, under Section 420/120-B IPC registered at Police Station Safdarjung Enclave.
2. The allegations in the FIR lodged by the complainant, V.K. Jain, are that in the month of March, 2013, Vijju Singh and Monu Singh took him to a farm house at Vasant Kunj claiming that the same belonged to the family of Varun Dutta and introduced him to Varun Dutta and his parents, Sanjeev Dutta and Jyoti Dutta, who told him that they were very big business personalities dealing in the trade of liquor and construction. Later, Varun Dutta, Vijju Singh and Monu Singh took him to Sector-93, Noida and showed a plot measuring around 13 acres and the ownership of the said plot was in the name of

Varun Dutta, Director of M/s. Atkins Projects Private Limited. In the month of June, 2013, Varun Dutta, Sanjeev Dutta, the petitioner herein in, Jyoti Dutta, wife of the petitioner herein, Vijju Singh and Monu Singh visited the house of the complainant at T-10, Green Park Extension, New Delhi and induced him to invest the money in the project of construction at Noida which amount would get multiplied four times within the next four years. When the complainant showed his inability to invest ₹8 crores, as suggested, Varun Dutta along with Vijju Singh and Monu Singh suggested the complainant to hand over the original documents of his plot at Dabua and Bhakri admeasuring around 4 acres and stated that after selling the same, they would realize the money and invest the same in the project and the extra amount would be returned to the complainant. On the said assurance, the complainant handed over the original sale deeds of the plot along with GPAs and Board Resolution issued by the company M/s. Advantage Engineers & Developers Private Limited. An agreement was entered into between Varun Dutta for M/s. Atkins Projects Private Limited and on behalf of the complainant, who signed the documents in the presence of Mahim Mittal and Vinod Goswami. Later on, the complainant was induced to further part with ₹5 crores only for 30 days so that the same could be deposited. Once again when the complainant expressed his inability, it was stated that the money be paid to them in instalments and the complainant gave ₹5 crores after taking overdrafts from various banks vide various cheques. The amount of ₹5 crores was not returned till 25th July,

2013 despite assurance. When the complainant insisted on the return of the money, Varun Dutta and Jyoti Dutta came to the house of the complainant and issued a letter on the letterhead of M/s. Atkins Projects Private Limited accepting the amount of ₹5 crores to be the personal loan and undertook to return the same upto 6th August, 2013. On 6th August, 2013, when the complainant tried to contact Varun Dutta and his associates, none of them picked up the phone. Later, it was revealed that the land at Sector-93 Noida did not belong to Varun Dutta or his company and the documents shown were forged and fabricated and no company in the name of M/s. Atkins Projects Private Limited existed.

3. Learned counsel for the petitioner contends that the petitioner is on interim protection for the last two years and only in October, 2016, he has been given a notice to join investigation, which he has joined.

4. Despite the fact that the petitioner has enjoyed the interim protection for the last two years, the fact remains that the allegations against the petitioner are of cheating the complainant in connivance with four others, two of whom are his family members, this is, his wife and son. From the allegations in the FIR, it is apparent that the petitioner was in active connivance with his son, Varun Dutta. Hence, I find no reason to grant anticipatory bail to the petitioner. The bail application and the application seeking interim bail are dismissed. *Dasti.*

MUKTA GUPTA, J.

NOVEMBER 29, 2016

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Bail Application No.2338/2014

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