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

+ **BAIL APPLN. 1782/2016**

RAJINDER

..... Petitioner

Represented by: Mr. Sunil K. Mittal, Mr. N.C. Sharma and Mr. Anshul Mittal, Advocates.

versus

STATE

..... Respondent

Represented by: Mr. Ravi Nayak, APP for the State with SI Neeraj Kumar, PS Vasant Kunj, North.
Mr. Anupam S. Sharma and
Mr. Vipul Sharma, Advocates
for the complainant.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

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27.09.2016

1. By the present petition the petitioner seeks anticipatory bail in case FIR No. 251/2016 under Sections 420/34 IPC registered at PS Vasant Kunj, North, Delhi on the complaint of Vinod Rohilla.

2. The allegations of the complainant in the FIR are that the petitioner and his wife approached the complainant representing that they were absolute owners of the rehabilitation plot No. 4, Block-13, admeasuring 64 mtrs situated at Village Rangpuri, Vasant Kunj, New Delhi which was allotted to them in DDA draw of lot dated 6th October, 2005 and they were desirous of selling their rights and interest as they were passing through

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acute financial crises. Hence the parties entered into an agreement to sell and purchased the same for a total sale consideration of ₹45 lakhs out of which ₹5 lakhs was paid as earnest money and a further instalment of ₹10 lakhs was paid as part payment, receipt whereof was also executed. Thereafter the petitioner again approached the complainant and represented that he was entitled to a bigger plot of 100 mtrs in lieu of their land acquired and gave the file number by which the allotment was made. Thus a supplementary agreement dated 14th July, 2009 was entered into between the parties and an additional consideration of ₹18 lakhs was also agreed upon.

3. The petitioner thereafter again represented that DDA has decided to allot a still bigger plot of 160 sq.mtrs and thus convinced the complainant that if fresh allotment was done the agreement would be binding between them. On 3rd March, 2015 fresh allotment letter of 160 sq.mtrs of plot being No.24, Block -A, Village Rangpuri in lieu of plot acquired in Village Nangal Dewat, was issued in the name of petitioner, Brihmo and Bimla, all sons and daughters of late Hira and the earlier allotment of 100 mtrs was cancelled.

4. When the complainant tried to get in touch with Rajender and his family members they avoided him. When the complainant went to the plot No.24, he found that some people were already there who were trying to measure the said plot and it was revealed that Rajender and his family members had sold the plot to someone else. Hence the complainant was cheated.

5. During the course investigation it was revealed that after entering into an agreement to sell and the supplementary agreement with the complainant

Vinod Rohilla, the petitioner and his family entered into an agreement to sell with one Iqbal Singh, who was the Director of IPL Realtors Pvt. Ltd. and thereby cheated the petitioner.

6. Investigation also reveals that the company of Iqbal Singh had paid cheques in favour of Rajender and his wife on 14th July, 2009 and they had executed receipts in respect thereto.

7. Considering the role assigned to the petitioner, who over a span of more than ten years by misrepresenting the complainant cheated him, I do not find it to be a fit case to grant anticipatory bail.

8. The petition is dismissed.

MUKTA GUPTA, J.

SEPTEMBER 27, 2016

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