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

\+ BAIL APPLN. 1820/2016

AVINASH JAIN ..... Petitioner

Represented by: Mr. Shahid Ali, Advocate.

versus

STATE (NCT OF DELHI) ..... Respondent

Represented by: Ms. Rajni Gupta, APP for the State with Jagendra Kumar, PS Model Town.
Mr.Sumit Chaudhary and Mr. Bharat Gupta, Advocates for the complainant.

CORAM:
HON'BLE MS. JUSTICE MUKTA GUPTA

O R D E R

% **27.10.2016**

1. By the present petition the petitioner seeks anticipatory bail in case FIR No.242 under Sections 420/406/34 registered at PS Model Town, Delhi.

2. Learned counsel for the petitioner contends that there is no direct allegation against the petitioner. There is no receipt signed by him and he has been falsely implicated.

3. The allegations of the complainant Satish Kumar in the above noted FIR are that the petitioner along with one Ashu Khan, Padam Dhiman and Varun Gupta hatched a conspiracy and on the strength of forged and fabricated documents, cheated the complainant to the tune of ₹21.42 lakhs. In the FIR it is alleged that the complainant was selling sweets from his shop

in the name of Aggarwal Sweet at Gujrawala Town for the last 12-13 years. One Varun Gupta came in the contact with the complainant who took a shop on rent belonging to Pradeep jain, his immediate neighbour but after some time vacated the same as he could not settle his business of sale and purchase of cars. Varun Gupta developed intimacy with the complainant and after the vacation of the neighbours shop he met the complainant in January, 2015 stating that he intended to start the business and requires a place and fund for the same. Thus on the allurement of giving 60% profit in the prospective business, he sought the shop of Pradeep Jain again on rent through the complainant and asked him to arrange servant and also bear the electricity charges. Since the complainant did not have any experience in the said field however, on the assurance of Varun Gupta he got him provided the same shop of Pradeep Jain at ground floor in property bearing No.A-199, Gujrawala Town, Part-I, Delhi-110009 for a monthly rent of ₹21,000/- and appointed a servant on a salary of ₹5,000/- apart from ₹1,000/- as electricity charges to the NDPL directly. On 3rd March, 2015 Varun Gupta introduced the complainant to Padam Dhiman and the petitioner stating that they would get arranged five Alto cars for a sum of ₹2.38 lakhs on road and five Wagon –R, Transit Car for ₹3,45,000 on road from different showrooms and the deal was finalised for ₹29.15 lakhs out of which ₹27.15 lakhs was handed over to the petitioner Avinash Jain in the presence of Padam Dhiman and Varun Gupta, the receipt in this regards was signed and executed by Padam Dhiman only and Varun Gupta signed the same as a witness. The complainant was supposed to make further payments of ₹2 lakhs each in two instalments after delivery of first lot of five cars and all the ten cars were to be delivered on or before 20th March, 2015. The accused persons provided only three cars of Alto make and the remaining deal was cancelled and gave a bearer cheque to the complainant for a sum of ₹21.42 lakhs which was handed over by Padam Dhiman in the presence of the petitioner and Varun Gupta with the assurance that they would inform the date to be filled in the cheque when it is to be honoured. Later the complainant came to know that ASR Pvt. Ltd. was a company of Ashu Khan and as per the version of Padam Dhiman and Avinash Jain they were working under Ashu Khan. Though Avinash Jain stated that the money had been arranged and transferred through RTGS on 25th May, 2015 and on 26th May, 2015 however on checking the accounts the complainant found that no money was transferred and thus he alleged that in a pre-planned manner by fabricating the documents, the complainant had been cheated.

4. The contention of learned counsel for the petitioner that Avinash Jain did not sign the receipt of any of the amount received in incorrect. As per the investigation Avinash Jain has acknowledged receipt of ₹2 lakhs and ₹ 8 lakhs on 10th April, 2016.

5. Considering the allegations against the petitioner and the fact that the petitioner's involvement therein was active and recovery of the amount is yet to be made, I find no reason to grant anticipatory bail to the petitioner.

6. Petition is dismissed.

MUKTA GUPTA, J.

OCTOBER 27, 2016
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