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

+ **CRL.M.C. 4136/2016**

**KOUSHIK BHASIN**

..... Petitioner

Represented by: Mr. Vivek Singh, Mr. Ravjyot Singh, Mr. Kushal Mangal, Advs.

versus

**STATE & ORS.**

..... Respondent

Represented by: Ms. Meenakshi Chauhan, APP with Insp. Anil Malik, PS Greater Kailash.

**CORAM:**

**HON'BLE MS. JUSTICE MUKTA GUPTA**

**ORDER**

**14.12.2016**

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1. By this petition the petitioner who is the complainant of FIR No.35/2015 under Sections 406/415/420/468/471/506/34/120-B IPC registered at PS Greater Kailash seeks cancellation of anticipatory bail granted to respondent No.2 and 3 respectively.

2. In the complaint the petitioner stated that he was a resident of 36/5, 3<sup>rd</sup> Floor, East Patel Nagar and one of the directors of M/s. ONS Infratech Private Limited. The petitioner was carrying on business of civil construction and development. In the month of March 2011 one Harmeet Singh Sood approached him with a proposed collaboration/ purchase of

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property for rights beyond third floor of property bearing No.E-65, G.K. Enclave 1, admeasuring 200 sq. Yds (in short the property) from one Sanjay Goel and Amit Gupta. Believing the assurance of Harmeet Singh Sood, Sanjay Goel and Amit Gupta, the petitioner purchased the entire 3<sup>rd</sup> floor and the roof rights of the property for a consideration of ₹29 lakhs vide registered sale deed executed by Sanjay Goel, one of the Directors of M/s. SAG Infrastructure Developers Private Limited (in short SAG), Amit Gupta being its other Director. The said registered sale deed was executed by SAG by virtue of registered GPA executed by one Ms. Urmila Rana Chadda in favour of M/s. SAG dated 15<sup>th</sup> August, 2010 who declared herself as the absolute owner of the said property being widow of Rajinder Nath Chadha by virtue of the Will dated 7<sup>th</sup> February, 1996 in her favour. Despite entering into agreement and assurance the possession of the property was not given though it was shown on the papers resulting in losses to the tune of ₹1,90,00,000/- to the petitioner and wrongful gain to Sanjay Goel, Amit Gupta and Harmeet Singh Sood.

3. It is alleged that Amit Gupta also threatened him of dire consequences. Later the petitioner was informed by Harmeet Singh Sood on his behalf and on behalf of other two accused that unless he purchased the second floor of the property he would not be able to develop the property. Believing the same, another agreement was entered into on 10<sup>th</sup> August, 2011 for which ₹46 lakhs were paid out of which a cheque of ₹10 lakhs was issued. It is alleged that Harmeet Singh Sood in order to cheat and allure deliberately concealed that a complaint dated 4<sup>th</sup> June, 2011 was pending against Ms. Sureshtra Malhotra and Surender Kumar Malhotra under

Section 420 IPC on which a FIR had been registered in respect of the same property.

4. Vide the impugned order dated 8<sup>th</sup> June, 2016 the learned Additional Sessions Judge considering the allegations on record noted that the terms and conditions were set out in the developer agreement dated 30<sup>th</sup> June, 2011 and Mrs. Urmila Rani Chadha was having life interest in the property by virtue of the registered Will dated 7<sup>th</sup> February, 1996 executed by Lt. Rajinder Nath Chadha. Whether she was having any absolute right to sell the property or not ought to have been enquired by the complainant before entering into the agreement. So far as the agreement to sell entered into between complainant and Harmeet Singh Sood is concerned, the respondent No.2 and 3 had no concern thereto except that amount of ₹10 lakhs was paid by cheque in the name of their company which amount is claimed to have been returned by them to Harmeet Singh Sood. The learned Trial Court noted that the allegations against respondent No.2 and 3 were primarily civil in nature and no custodial interrogation was required. Thus anticipatory bail was granted.

5. Before this Court the main grievance of the petitioner is that the co-accused Harmeet Singh Sood was absconding and as per the allegations it was apparent that Harmeet Singh Sood and respondent No.2 & 3 herein had the intention to cheat and defraud the petitioner from very beginning and they hatched a conspiracy to cause wrongful loss to the petitioner and wrongful gain to themselves. The grievance of the petitioner is also to the observations of the learned Additional Sessions Judge that the dispute was civil in nature.

6. Observations made by a Court at the time of grant of bail are only tentative and have no bearing on the merits of the case at the stage of charge or during trial which have to be independently assessed. Needless to say that from the allegations as set out in the complaint the order of the learned ASJ granting bail to the respondent No.2 and 3 cannot be held to be perverse warranting interference. Merely because the co-accused is not traceable cannot be a ground to deny anticipatory bail to the respondent No.2 and 3 who stand on their own footing.

7. Consequently, the petition seeking cancellation of bail of the respondent No.2 and 3 is dismissed with the observations that anything noted in the order dated 8<sup>th</sup> June, 2016 by the learned ASJ on merits will have no bearing during trial.

**MUKTA GUPTA, J.**

**DECEMBER 14, 2016**  
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