

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

+ **BAIL APPLN. 1574/2015**

Date of Decision: July 20th, 2016

RAJNEESH KUMAR SINGH Petitioner

Through: Mr. Sumit Kalra, Advocate

versus

STATE (GOVT. OF NCT) Respondent

Through: Ms. Manjeet Arya, Additional Public
Prosecutor for the State with Sub-
Inspector R.P. Yadav, Police Station
V.K. South, Delhi.

AND

+ **BAIL APPLN. 2399/2015**

SANDEEP VERMA Petitioner

Through: Mr. Sandeep Sehgal, Advocate

versus

STATE (NCT OF DELHI) Respondent

Through: Ms. Manjeet Arya, Additional Public
Prosecutor for the State with Sub-
Inspector R.P. Yadav, Police Station
V.K. South, Delhi.

**CORAM:
HON'BLE MR. JUSTICE P.S.TEJI**

P.S.TEJI, J.

1. Since both these bail applications are arising out of same

FIR, therefore, both the applications are being decided together.

2. The present applications have been filed by the petitioners, namely, Rajneesh Kumar Singh and Sandeep Verma under Section 439 Cr.P.C. for the grant of regular bail in FIR No.579/2014, under Sections 420/406/34 IPC, Police Station Vasant Kunj (South).

3. The allegations leveled against the accused persons as per FIR are that the complainant agreed to purchase one flat no.15 on second floor, area measuring about 50 sq. yards, in the built up building no.B, Ujjwal Heights consisting of one bedroom set with one two wheeler parking in common, comprising in khasra no.300/2 in the village Ghitorni, New Delhi. The complainant had paid a sum of Rs.9,50,000/- to the accused persons as sale consideration and the accused persons executed a General Power of Attorney, Agreement to Sell, Will, Receipt etc. on 10.02.2014. It was alleged that accused Sandeep Verma was the managing Director of M/s MGS Buildtech Pvt. Ltd. At the time of execution of documents, accused persons assured the complainant that some balance work was required to be done in the flat, hence possession would be given within 15 days. Later on, it was revealed that the said flat was sold to one Renu and thus the accused persons have committed fraud on the complainant.

4. On the basis of the complaint made by the complainant, FIR of the present case was registered and accused Sandeep Verma was arrested. The investigation revealed that accused Sandeep Verma had taken money from many people on the pretext of giving them flats but he did not. Thereafter, 10 other complainants made

similar complaint to the police regarding the cheating committed by the accused persons. It was also complained that accused Rajneesh Kumar, Director of M/s MGS Buildtech Pvt. Ltd. allured the complainants for buying the flats and also received payments from them and issued receipts to them. Investigation revealed that accused Rajnish Kumar Singh was made Director of the company on 16.05.2013 upto 08.05.2014. During the said period, he received a sum of Rs.63,85,000/- from various investors and issued receipts to them. Accused Sandeep Verma also disclosed that he had taken loan of Rs.40 lacs from one Tarun and as he could not pay back the money, he executed documents of 11 flats in favour of Tarun.

5. Arguments advanced by the learned counsel for the accused as well as by learned APP for the State were heard.

6. On behalf of accused Rajneesh Kumar Singh, it was argued that his name was not mentioned in the FIR. The agreements were executed by other co-accused before joining of accused Rajneesh Kumar Singh with the company as Director. Most of the payment was received by the company prior to the joining of accused Rajneesh Kumar Singh. The applicant was one of the Directors for quite some time and he resigned w.e.f. 25.03.2014. It was further argued that whatever documents were executed by the applicant or payments were received by him, the same were done in the capacity of a Director and on behalf of the company.

7. On behalf of accused Sandeep Verma, it was argued that he could not hand over the possession of the flats to the investors

because their flats were illegally occupied by Mahipal Singh and Tarun in connivance with some other persons for which a complaint was made to the police. The petitioner constructed 44 flats and out of them, he handed over 22 flats to the land lord and 13 flats were handed over to different investors, but he could not hand over the remaining flats as the same were illegally possessed by some other persons.

8. The circumstances brought on record shows that initially accused Sandeep Verma opened the company in the name of M/s MGS Buildtech Pvt. Ltd. and then the name of the company was changed to Sanjyoti Buildtech Pvt. Ltd, Sanjyoti Buildtech Ltd. and Shreenika Buildtech Ltd. M/s MGS Buildtech Pvt. Ltd. collaborated with some persons who were owners of plot measuring 470 sq. yards in village Ghitorni on which the accused constructed 44 flats and offered the said flats to public. Accused entered into agreement to sell with several persons and collected money from them on the assurance to give them flats after construction, but later on, he cheated the investors. It is specifically alleged against the accused Sandeep Verma that he had again entered into an agreement with one Tarun from whom he had taken loan and executed documents of 11 flats for which agreements to sell were already entered into with the investors.

9. So far accused Rajneesh Kumar Singh is concerned, he was the one of the directors of the company of accused Sandeep Verma. It is specifically alleged against him that being the director of the company, he executed documents in favour of Tarun and

one Mahipal Singh. He also entered into an agreement with the investors and withdrew money from the bank of the company.

10. The circumstances mentioned above duly show that the accused persons usurped the money of the investors. The cheating allegedly committed by the accused persons in the present case pertains to 11 flats. Firstly, they took the money of the investors and entered into an agreement to sell with them. Thereafter, instead of handing over possession of flats to them, the accused persons again entered into agreement to sell in respect of the said 11 flats with one Tarun and Mahipal Singh and had taken money/loan from them. It is alleged that the accused persons have duped the investors for a sum of Rs.1,72,70,000/- which they had invested against the flats in question. Even the agreement to sell with regard to the said 11 flats was also entered into by the accused persons and thus they have denied the possession of flats to the investors.

11. In view of the above mentioned facts and circumstances, this Court is not inclined to release the accused persons/petitioners on bail.

12. However, it is made clear that any expression of opinion made above shall not have any bearing on the merits of the case.

13. Both the bail applications are accordingly dismissed.

(P.S.TEJI)
JUDGE

JULY 20, 2016
dd