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

+ **BAIL APPLN. 626/2017**

KIRAN KHULLAR

..... Petitioner

Through: Mr. Anil Goel, Adv.

versus

STATE NCT OF DELHI

..... Respondent

Through: Mr. Amit Chadha, APP for State with
SI Habib Ahmad, PS Shahdara.

CORAM:

HON'BLE MR. JUSTICE R.K.GAUBA

ORDER

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12.04.2017

Crl.M.A. 5864/2017

Allowed, subject to all just exceptions.

BAIL APPLN. 626/2017

Status report filed.

Heard.

The case diary perused.

It appears from the material gathered during investigation into the FIR No. 411/2016 of police station Shahdara registered for investigation into offences under Sections 420/506/34 IPC pursuant to directions of court of Metropolitan Magistrate under Section 156 (3) Cr.P.C. that there was a collaboration agreement entered into between the complainant on one hand and the husband of the applicant on the other on 26.5.2012 concerning two properties they being L-16 and L-17, Naveen Shahdara, Delhi. It appears that the husband of the applicant with his partner, they being in the business of property dealer and builder were to develop, re-construct property No. L-17 while property No. L-16 was to be sold for consideration to the applicant,

the sale consideration in such respect being reflected in the said document at Rupees one crore thirty five lakhs. It, however, further appears that on 9.11.2012, the complainant executed a sale deed in favour of the applicant, in respect of property No. L-16, the sale consideration being shown in that document as duly paid to be in the sum of Rs. 55 lakhs. The complainant filed the complaint under Section 156(3) Cr.P.C. on 07.09.2016 which pursuant to the directions of the Magistrate has been converted into FIR registered on 05.12.2016. Her grievances primarily are that the full sale consideration of Rupees one crore thirty five lakhs was not paid and that she has only received Rs. 40 lakhs for such sale from the applicant, she having been defrauded and cheated. It is conceded by the learned Additional Public Prosecutor that the re-development/reconstruction of abutting property No. L-17 which was part of the package deal in the collaboration agreement was duly completed and the possession was handed over to the complainant barring her grievances respecting provision of lift. She is, thus, in occupation of the redeveloped property. Admittedly, no documents were executed concerning payment of Rs. 40 lakhs which the complainant admits to have received. Presumably in absence of any evidence to such effect such payment was paid in cash not by any banking instruments.

Having regard to the delay with which allegations have been levelled of she having been short changed in the payment of sale consideration in terms of the collaboration agreement, though the matter would require investigation but at the same time having regard to the acknowledgement of full and final consideration of Rs. 55 lakhs as indicated in the sale deed admittedly executed by the complainant herself, the defences raised cannot be lightly brushed aside.

In the overall facts and circumstances of the case, the application is allowed. It is directed that in the event he being arrested, the applicant shall be released on personal bond in the sum of Rs. 50,000/- with one surety in like amount to be exempted to the satisfaction of the arresting officer, subject to the conditions that the applicant shall not contact any of the witnesses of the complainant, not try to tamper with any evidence.

Dasti.

R.K.GAUBA, J

APRIL 12, 2017

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