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

\+ BAIL APPLN. 802/2017

MANJEET SINGH ..... Petitioner

Through Mr.Manjit Singh Ahluwalia, Adv.

versus

STATE ..... Respondent

Through Mr.Kewal Singh Ahuja, APP for the State.

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

O R D E R

% 04.05.2017

1. The present bail application under Section 438 of the Code of Criminal Procedure, has been filed by the applicant for grant of anticipatory bail in a case arising out of FIR No.802/2016 registered under Section 420/34 of the Indian Penal Code by Police Station Tilak Nagar, New Delhi.

2. The complainant in his complaint submitted that he entered into an agreement to sell and purchase dated 11th February, 2013 with Narinder Singh who alleged himself to be the owner of the subject property and received rupees five lakhs at the time of execution of the said agreement with the condition that the second party will hand over the possession of the said property within four months as by that time, the construction work would also be completed. It was alleged by the complainant that the second party i.e. Narinder Singh further assured that the said property was being constructed after seeking sanction and permission of the concerned authority and that Mr.Manjeet Singh (the applicant herein) also accompanied him and was his partner. It was also alleged by the

complainant in the FIR that the accused Narinder Singh received twenty four lakhs from him till March, 2014 and on 12th March, 2014, the complainant requested the accused persons including appellant herein, to take the balance amount of Rs.17,50,000/- and execute the document in his favour but they did not give satisfactory reply and threatened him of dire consequences. Later on, the complainant also came to know that the construction on the said property was unauthorised and illegal and that the same was without permission or sanction of site plan. The complainant, thereafter, came to know that Mr.Narinder Singh was not the owner of the said property and that the said property was already sold on 23rd October, 2012. Thereafter, the complainant approached Mr.Narinder Singh as well as Mr.Manjeet Singh (applicant herein) for return of money as per the agreement, but accused persons procrastinated again and again and further threatened him of dire consequences and thus, caused wrongful loss to the complainant.

3. The police has filed a status report in which they have reiterated the facts as narrated in the FIR and further submitted that during the course of investigation, it had been revealed that one Smt.Kirpal Kaur was the initial owner of the subject property measuring 200 sq. yards and that she had executed a collaboration agreement with the accused Narinder Singh regarding construction on the said property. It was also stated in the status report that original `agreement to sell' which was executed by the accused persons, was produced by the complainant and that the witnesses of the agreement were also examined who stated that the accused Narinder Singh and Manjeet Singh (the applicant herein), were partners and that they criminally conspired with each other and cheated the complainant of Rs.29,00,000/-. During the course of investigation, it was also unearthed that the ownership of the said property was transferred in favour of another person and that the same

was done on the direction of accused Narinder Singh as well as the present applicant i.e. Manjeet Singh and that the money was received by the accused Narinder Singh in the presence of Manjeet Singh for the reason that both were partners.

4. From a perusal of the record, it appears that during the course of investigation, search of Manjeet Singh, the applicant herein, was made but he absconded from his rented premises and moved an anticipatory bail application before the learned Additional Sessions Judge, Tis Hazari Court, which was dismissed on the grounds that considering the allegations against the applicant, his custodial interrogation would be required.

5. Learned counsel for the applicant has submitted that the applicant has no role in the said FIR and that there is no privity of contract between the applicant and the complainant inasmuch as the petitioner has not taken any wrongful gain to himself as no amount had been received by him. It is also stated by him that the co-accused in the said FIR has been granted bail. It is also submitted that the applicant is willing to join investigation as and when required.

6. I have heard learned counsel for the applicant; learned Additional Public Prosecutor for the State and gone through the records. It is apparent that the applicant and the co-accused were partners and that all the payments were made by the complainant to the co-accused in the presence of the present applicant. The applicant was also a signatory as witness on the various dates when payments were given by the complainant to the accused. Thus, the applicant conspired with the co-accused and cheated the complainant with Rs.29,00,000/-.

7. Keeping in view the seriousness of the allegations, this court does not find any ground for grant of anticipatory bail.

8. In view of the above scenario, the present bail application is

dismissed.

P.S.TEJI, J

MAY 04, 2017/aa