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

\+ BAIL APPLN. 2390/2016

SALIL KAPUR ..... Petitioner

Through : Mr. Ramesh Gupta, Sr. Adv. with Ms. Sonam Sharma, Mr. Virat K. Anand and Mr. Ajay P. Tushar, Advs.

versus

STATE ..... Respondent

Through : Ms. Neelam Sharma, APP with SI Chetan, EOW.
Mr. Abhishek Srivastava, Adv. for complainant.

CORAM:
HON'BLE MR. JUSTICE A.K. PATHAK

<u>O R D E R</u>

% **10.03.2017**

Learned counsel for petitioner submits that petitioner has been falsely implicated by the complainant. He submits that complainant is co-accused in the FIR No.296/2014 under Sections 406/420/34 IPC registered at police station Defence Colony on the complaint of Ms. Sudesh Maira. He submits that complainant in the said FIR had alleged that Prashant Kapoor (complainant in this case) had taken about ₹17 Crores from her by inducing that he will invest the same in some profitable ventures and will return the same with profits. He further submits that complainant Prashant Kapoor had named the petitioner as co-accused in the said FIR. He alleged that he had invested ₹5 Crores with petitioner on his inducement. Petitioner was granted regular bail in the said FIR.

It is further submitted that investigation is complete and charge sheet has already been filed. Petitioner is in jail for last about 2 years. Trial is likely to take time. Petitioner is not required in investigation and may be admitted to bail.

Learned Additional Public Prosecutor, who is assisted by the learned counsel for complainant, has opposed the grant of bail to petitioner. It is submitted that petitioner had induced the complainant to enter into a loan agreement dated 8th June, 2012. At the time of taking loan petitioner had represented that he had taken a loan from M/s. Money Line by mortgaging his property no.D-205, IInd Floor, Defence Colony, New Delhi, which was to be cleared by him. In terms of the loan agreement complainant paid ₹2.75 Crores directly to M/s. Money Line, on behalf of the petitioner. Rest of the amount was given by him to the petitioner. In view thereof petitioner issued seven post dated cheques totalling to ₹8 Crores. However, all the post dated cheques were dishonoured. Petitioner entered into an agreement to sell with the complainant in respect of his property bearing no. D-205, Defence Colony, New Delhi. As per the loan agreement, possession of property was to be handed over by the petitioner to complainant, in case of default in repayment of loan amount within 90 days. Vide letter dated 10th September, 2012, possession was handed over. However, subsequently, one Kirti Marvah filed a suit for permanent injunction against the petitioner and complainant claiming to be a tenant in the said property. Petitioner has cheated the complainant to the tune of ₹5 Crores.

Keeping in mind the totality of the facts and circumstances of this case, petitioner is admitted to bail subject to his furnishing a personal bond in the sum of ₹50,000/- (Rupees Fifty Thousand Only) with one surety of the like amount to the satisfaction of trial court.

Application is disposed of in the above terms.

Dasti.

A.K. PATHAK, J.

MARCH 10, 2017/dk