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

+ BAIL APPLN. 1261/2017 & Crl. M.A. nos.10381-82/2017

IRFAN ALI

Through :Mr. Shailendra Singh and Mr. Ritikaa
Sharma, Advs.

..... Petitioner

versus

STATE (NCT) OF DELHI

Through : Ms. Meenakshi Chauhan, APP

..... Respondent

CORAM:

HON'BLE MR. JUSTICE A.K. PATHAK

ORDER

% **24.07.2017**

Complainant has alleged in the FIR that he entered into an Agreement to Sell with Mohd. Waris in respect of his property bearing no. 3064, Ward No. 8, Gali Topi Wali, Kali Masjid, Bazar Sita Ram, Delhi – 110006 for ₹80,00,000/-. Mohd. Waris paid ₹15,00,000/- towards earnest money and possession of the aforesaid property was handed over to Mohd. Waris, who subsequently, paid ₹25,00,000/- (₹ 15,00,000/- on 2nd March, 2012 and ₹10,00,000/- on 2nd April, 2012) to the complainant. Balance sale consideration amount of ₹40,00,000/- was payable by Mohd. Waris in four instalments of ₹10,00,000/- each. However, said amount was not paid. By taking advantage of the fact that possession of the aforesaid property was with him, Mohd. Waris, sold the said property to Riyaz Malik who in turn sold the

same to Irfan Ali. All of them had connived with each other to deprive the complainant of his valuable property. Mohd. Waris had no right to sell the property of the complainant only on the basis of agreement to sell.

It is noted that petitioner was granted anticipatory bail vide order dated 6th May, 2014 when he offered to pay ₹ 65,00,000/-, in terms of the settlement arrived at subsequent to FIR. However, only ₹10,00,000/- was deposited with the Registrar General of this Court. Remaining amount was not deposited. Consequently, by a detailed order dated 20th March, 2017, anticipatory bail was cancelled. Gravity of the offence was kept in mind, besides breach of obligations under the said agreement while cancelling the bail.

Petitioner has again approached this Court by filing this application seeking anticipatory bail. Keeping in mind the serious allegations and the conduct of the petitioner, I am of the view that no case for grant of anticipatory bail is made out.

Bail application is dismissed. Miscellaneous applications are disposed of as infructuous.

A.K. PATHAK, J.

JULY 24, 2017
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