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

+ **BAIL APPLN. 2403/2016**

ANAND KUMAR & ORS. Petitioners

Represented by: **Mr. Rajiv Bajaj, Advocate**

versus

STATE Respondent

Represented by: **Mr. Amit Ahlawat, APP for the State**

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

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24.01.2017

1. By way of present petition, the petitioners, Anand Kumar, Ashwani Walia and Tez Pal Singh seek anticipatory bail in FIR No. 557/2016 under Section 420/34 IPC, registered at Police Station- Dabri, Delhi, pursuant to a direction under Section 156(3) Cr.P.C.
2. In the afore-mentioned FIR, the complainant – Gulfroz Begum alleged that Tez Pal Singh and Ashwani Walia were known to her, being partners in the business of chit fund and were residing as tenants at D-113, Pocket-4, J.J. Colony, Bindapur, New Delhi. As the complainant wanted to raise construction on the subject property i.e. plot no. 1 admeasuring 100 sq. yards at Khasra No. 8/13 known as Saini Enclave, Part-III, Najafgarh, New Delhi, she sought help of Tez Pal Singh and Ashwani Walia for getting a loan from the bank or a private financier.

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3. Subsequent thereto, Ashwani Walia and Tez Pal Singh told the complainant that for obtaining a loan from the bank, she had to sign some blank papers, on which, later on, the bank officials will type the details of the said loan. It is stated that two blank undated cheques bearing nos. 222420 and 222421 drawn on State Bank of Mysore, Dwarka Branch, New Delhi, signed by Mohd. Ali, the husband of Gulfroz Begum, were also taken as security towards loan to be taken from the bank.

4. The complainant further alleged that Tez Pal Singh and Ashwani Walia induced her and obtained original title deed documents of the plot in question and fraudulently transferred the same in the name of Shri Anand Kumar and used the signed cheque bearing no. 222420, which she came to know when the legal notice was sent by Tez Pal Singh to Mohd. Ali that the cheque had been bounced and demanded payment of ₹ 10,00,000/-.

5. According to Anand Kumar and Ashwani Walia, the husband of the complainant was a mechanic of Air Conditioner and in the second week of September, 2014, he said that he was in need of money and wished to sell the plot in question which was in the name of his wife- Gulfroz Begum. The deal was struck at ₹ 18 lakhs. On 24.09.2014, Anand Kumar purchased the plot in question from Gulfrox Begum for a sum of ₹ 18 lakhs and a cash receipt of ₹ 5 lakhs was also given in his favour. In pursuance thereof, Mohd. Ali made signature and thumb impression on the document of sale and purchase of subject property and on the same day, the possession of the plot in question was handed over to him along with chain of old documents.

6. It is further stated that on 25th February, 2015, when he visited the plot in question, he found that Gulfroz Begum and Mohd. Ali had illegally

trespassed in the plot in question and started some construction on it. He made a complaint in Police Station Baba Hari Das Nagar, Delhi vide DD No. 59. He also filed a complaint under Section 156(3) of the Cr.P.C. which is pending consideration. Besides this, he has also filed a suit for possession and permanent injunction pending before the learned ADJ, Dwarka Courts, Delhi whereas Gulfroz Begum has also filed a suit, which was false.

7. Even as per Tez Pal Singh, Akbar Ali, brother-in-law of Gulfroz Begum had taken a loan of ₹ 10 lakhs in 2014 @4% and as a guarantee, had handed over the original documents of the plot in question to Tez Pal Singh.

8. The fact that a criminal complaint under Section 138 of the NI Act had been filed against Mohd. Ali is not disputed nor is the pendency of the civil suits disputed.

9. Considering the rival contentions of the parties and the fact that signatures and thumb impression of Mohd. Ali on the document of sale and purchase of property are not disputed though the version of Mohd. Ali is that he was made to sign the blank papers, this Court deems it fit to grant anticipatory bail to the petitioners herein.

10. It is therefore directed that in the event of arrest, the petitioners be released on bail on their furnishing personal bonds in the sum of ₹ 25,000/- each with one surety each of the like amount to the satisfaction of the Arresting Officer/SHO concerned, further subject to the condition that the petitioners will join the investigation as and when directed to do so and will not leave the country without prior permission of the Court concerned.

11. Petition is disposed of. Order dasti.

MUKTA GUPTA, J

JANUARY 24, 2017
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