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

\+ BAIL APPLN. 1483/2017

SHEETAL GARG ..... Petitioner

Represented by: Mr. Harish Katyal, Ms. Vinny Shangloo, Advs.

versus

THE STATE NCT OF DELHI ..... Respondent

Represented by: Mr. Amit Gupta, APP with SI Ashutosh Kumar PS EOW.

CORAM:
HON'BLE MS. JUSTICE MUKTA GUPTA

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

% **06.12.2017**

By this petition the petitioner seeks anticipatory bail in case FIR No.88/2015 under Sections 420/467/468/471/120B IPC registered at PS Economic Offences Wing.

The above-noted FIR was registered on the complaint of one Arjun Singh who stated that in the month of May 2014 one Kailash Bhatt stating that his employer Navendu Babbar is planning to purchase a flat approached him. He persuaded his employer so that he could purchase flat in the name of the complainant and thereafter the same can be transferred to Navendu Babbar within six months. Thus Kailash Bhatt took the ADHAAR card and other relevant documents of the complainant. On 9th May, 2014 the complainant was taken to Punjab National Bank, Mayur Vihar Branch, along with Navendu Babbar and Ravi Kumar and signatures were taken of the complainant by the bank officials on the pretext of getting him employed in the company of Navendu Babbar. On the signatures so obtained Savings Bank Account was opened in Punjab National Bank, Mayur Vihar Branch. Later the complainant came to know that a housing loan was also advanced on the said documents which were signed by the complainant and that amount of ₹49,04,960/- was outstanding against the property which was sought to be transacted.

Learned counsel for the petitioner states that it is the duty of the Loan Manager to consider all aspects and verify all procedural requirements before sanctioning the loan amount. The function of the petitioner who is the Branch Manager is only to counter-sign once the file is sent by the Loan Manager. No verification at the end of the petitioner is required. The said contention of the learned counsel for the petitioner is liable to be rejected and even while counter-signing the person is required to apply his mind as to whether necessary compliances have been made or not.

It is the case of the prosecution that the conduct of the petitioner is writ large for following omissions while granting loan:

"a) Valuation of the mortgaged property has been not obtained from valuer.

b) Report has not been obtained from legal property scrutinizer.

c) Request for cancelling draft has been not obtained from the party.

d) Physical visit of property has been not done at initial stage. At later stage mortgaged document i.e. Sale Deed has been found to be forged.

e) No such property is found to be in existence at the address given in Sale deed.

f) Property is located in an unauthorized colony of Delhi i.e. Mohan Garden, Uttam Nagar, Delhi where loan cannot be sanctioned.

g) Loan was sanctioned for purchase of property from a GPA holder."

Considering the allegations against the petitioner and the fact that after cancelling the demand draft instead of amount being transferred to the amount of Ravi it was transferred to the Heico Electronics which was later transferred to Harishit Enterprises which is the sole enterprise of Navendu Babbar, this Court finds no ground to grant anticipatory bail.

Petition is dismissed.

MUKTA GUPTA, J.

DECEMBER 06, 2017
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