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

+ **BAIL APPLN. 2622/2016**

DILBAR HUSSAIN

..... Petitioner

Represented by: Mr. U.A Khan, Mr. S.A. Imran,
Mr. Aslam Chauhan, Mr.
Shahrukh Khan, Advs.

versus

STATE (NCT OF DELHI)

..... Respondent

Represented by: Mr. Hirein Sharma, APP with
SI Nagender Singh, SER/Cr.Br.
Mr. Anupam S. Sharma, Mr.
Ankit Dhawan, Ms. Aditi Rath,
Advs. for complainant.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

15.03.2017

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1. By this application, the petitioner seeks anticipatory bail in case FIR No.178/2016 under Sections 420/267/471/120B IPC registered at PS Crime Branch.

2. Learned counsel for the petitioner submits that there is no misrepresentation on his part because the agreement to sell itself clarified that the money received from the complainant would go to Iftikar Ali for the purchase of his undivided share in the total land holding and which would

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then be transferred to the complainant. The petitioner has already joined the investigation and will cooperate therein. Since no custodial interrogation of the petitioner is required to be done he be granted anticipatory bail.

3. Learned APP for the State has taken me through the status report and submits that on the same modus-operandi three other FIRs have been registered against the petitioner who has cheated various persons of their lakhs of hard-earned money for the same property.

4. The above-noted FIR was registered on the complaint of Ishwar Singh who alleged that in July 2016 he was contacted by one Anil Gupta who further introduced him to the petitioner and both of them lured the complainant to purchase 61 bigha of land situated in village Haroda, Tehsil and District Saharanpur, U.P. stating that the same was owned by Dilbar Hussain, the petitioner. The complainant was lured to purchase land at a rate of ₹9.50 lakhs per bigha and that the same would be thereafter sold to prospective buyers to be arranged by the petitioner and Anil Gupta at a rate of ₹11.50 lakhs per bigha. The complainant was also assured that the prospective buyers will make payment of ₹1.95 crores to him as and when agreement to sell is executed between the complainant and the petitioner. It was also informed to the complainant that the property was free from all encumbrances. On an advance payment of ₹60 lakhs having been made on 2nd August, 2016 an agreement to sell was executed, however the complainant did not get ₹1.95 crores as assured. When physical verification was done it was found that the land holding belonged to Iftikar Ali, Afzal Ali, Kaushar Ali and their family members.

5. A perusal of the agreement to sell dated 2nd August, 2016 executed between the complainant and petitioner reveals that though the petitioner claims himself to be the owner of the property, in the subsequent clause it was also stated that on receipt of the money from the complainant the same will be paid to Iftikar Ali who would enter into an agreement to sell. However, in view of the fact that the same property was sold over to number of other complainants for which different FIRs have been registered and the complainant was lured to part with the money on the pretext that the petitioner and Anil Gupta had prospective buyers also and he would get a handsome return on the investment and on this dishonest inducement he was made to part with the money, this Court finds no reason to grant anticipatory bail to the petitioner.

6. Petition is dismissed.

MUKTA GUPTA, J.

MARCH 15, 2017
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