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

+ BAIL APPLN. 16/2018

RAKESH BILLA

..... Petitioner

Through Mr. Shivesh P. Singh, Adv.

versus

THE STATE GOVT OF NCT OF DELHI

..... Respondent

Through Mr. Izhar Ahmad, APP with SI
Bharat, P.S. Subzi Mandi
Mr. Dalip Singh, Adv. with
complainant in person

CORAM:

HON'BLE MR. JUSTICE A.K. PATHAK

ORDER

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16.08.2018

Complainant has alleged in the FIR that petitioner entered into an Agreement to Sell dated 7th November, 2013 in respect of property no. B-3/182, Janak Puri, New Delhi for ₹2,50,00,000/- with him, inasmuch as received ₹1,00,00,000/- as earnest money against receipt. At the time of sale, petitioner assured that he was having 50% share in the property. However, he avoided to execute Sale Deed; despite the fact that date for execution of Sale Deed was extended upto 1st May, 2016. Subsequently, petitioner backed out from executing the Sale Deed. Complainant filed a civil suit, wherein written statement was filed stating therein that property

was already sold to one Subhash Chandra on 31st July, 2012 vide a Sale Deed. Complainant has alleged that petitioner had cheated him to the tune of ₹1,00,00,000/-.

Learned counsel for the petitioner submits that complainant was his friend. Complainant represented that he had to take loan from the bank and on this pretext took signatures of petitioner on certain blank papers, which he has misused. Petitioner did not execute Agreement to Sell, receipt etc. nor received ₹1crore from the complainant.

Keeping in view the facts and circumstances of this case, I am not inclined to extend the benefit of anticipatory bail to petitioner. Bail application is dismissed.

A.K. PATHAK, J.

AUGUST 16, 2018
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