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

DECIDED ON : APRIL 09, 2018

+ **BAIL APPLN. 92/2018**

NARINDER SINGH NARANG

..... Petitioner

Through : Mr.Kirti Uppal, Sr.Advocate, with
Mr.Manjeet Singh Ahluwalia &
Mr.Mohit Bhandari, Advocates.

Versus

STATE

..... Respondent

Through : Ms.Radhika Kolluru, APP with
SI Sanjeev Kumar, PS C.R.Park.
Mr.Puneet Mittal, Sr.Advocate with
Mr.Amit Gupta, Advocate for the
complainant along with complainant in
person.

**CORAM:
HON'BLE MR. JUSTICE S.P.GARG**

S.P.GARG, J. (ORAL)

1. The petitioner seeks anticipatory bail in case FIR No.87/2017 under Sections 420/120-B IPC registered at Police Station Chitranjan Park. Status report is on record.
2. I have heard the learned counsel for the parties including the counsel for the complainant and have examined the file. Contention of the learned Senior counsel for the petitioner is that the petitioner has

been falsely named in the FIR. The complainant was not cheated in any manner by the petitioner. The dispute between the parties primarily is a civil dispute. No transaction regarding sale of the property in question had taken place with the complainant. The sale deed in question was executed by the petitioner in favour of BDR Builder Private Limited as a collateral 'security' for a loan transaction. Learned Senior counsel pointed out several SMSs where the complainant had asked the petitioner to pay 'interest'. It is further urged that there is no privity of contract between the petitioner and the complainant as the property in question was not sold to him by the petitioner.

3. It is not in dispute that the property in question was sold by the petitioner to M/s BDR Builders & Developers Private Limited vide sale deed dated 12.01.2015. M/s BDR Builders Private Limited further sold the property in question to the complainant Sachin Jain and his wife Mrs.Renu Jain by a registered sale deed dated 20.07.2015 for ₹2.15 crore. The complainant's case is that the property in question was let out to the petitioner's wife Ravinder Kaur w.e.f. 01.08.2015 vide registered lease deed dated 29.07.2015 on monthly rent of ₹62,500/-. Despite that, the petitioner entered into an agreement to sell dated 23.03.2016 with one Subhash Arora and received a sum of ₹1.10 crore as part consideration. The suit filed by him for possession against Ravinder Kaur in Saket Court has since been decreed in his favour. In the proceedings, it was categorically admitted by Ravinder Kaur that she was a tenant in the said property and rent of ₹6,25,000/- equivalent to ten months rent was given to the complainant, Sachin Jain, before the court.

4. In the application, the petitioner's case is that the property in question was not sold either to M/s BDR Builders Private Limited or Sachin Jain. The petitioner had taken a loan on monthly interest @ 3% from M/s BDR Builders Private Limited and had executed the sale deed as a collateral 'security'. Sanjeev Sabharwal, a loan agent, introduced the complainant to him to shift the loan to him (the complainant) on a monthly interest rate of 2.25%. Again, sale deed was executed by M/s BDR Builders Private Limited directly in favour of Sachin Jain and Renu Jain as a 'security' of the loan.

5. The allegations against the petitioner are serious and grave whereby he entered into an agreement to sell qua the property in question with one Subhash Arora on 23.03.2016 and received a sum of ₹1.10 crore as part consideration. The petitioner was aware that he had already executed a registered sale deed in favour of M/s BDR Builders Private Limited. Subsequently the sale deed was executed by M/s BDR Builders Private Limited in favour of the complainant and his wife. No cogent document is on record to infer at this juncture that the transaction between the parties was a simple 'loan' transaction and sale deed was executed as 'collateral security'. It is relevant to note that at the time of execution of sale deed by M/s BDR Builders Private Limited in favour of the complainant and his wife, the petitioner was one of the attesting witnesses. The consideration received by the petitioner has not yet been returned either to M/s BDR Builders Private Limited or the complainant. The suit for possession filed by the complainant is stated to have been decreed in his favour. It is further

informed that Subhash Arora has initiated proceedings for specific performance; it is being contested by the complainant too.

6. It is further informed that at the time of filing of the present bail application, proceedings under Section 82 Cr.P.C. were initiated against the petitioner for not joining the investigation. The petitioner has since been declared 'Proclaimed Offender'.

7. Considering the facts and circumstances of the case, I find no sufficient ground for grant of anticipatory bail to the petitioner.

8. The bail application is dismissed.

S.P.GARG
(JUDGE)

APRIL 09, 2018/sa

