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

+ **BAIL APPLN. 198/2018**

JAVED HUSSAIN

..... Petitioner

Represented by: Mr.Bahar U.Barqi, Advocate

versus

THE STATE GOVT OF NCT OF DELHI

..... Respondent

Represented by: Ms.Rajni Gupta, APP for the State
Mr.Kirti Uppal, Sr.Advocate with
Mr.Dushyant K.Mahant and
Mr.Mohit Bhandari, Advocates for R-
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CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

% **14.05.2018**

1. Petitioner seeks bail in case FIR No.371/2017 under Sections 406/420/468/471/120-B/34 IPC registered at PS Model Town on the complaint of Kanwaljeet Singh Chadha.

2. In the FIR, the complainant alleged that the petitioner entered into an agreement in respect of his property bearing No.B-1, New Jaffrabad, Shahdara with him on 17th May, 2017 for a sum of ₹1,35,00,000/- and also admitted having received a sum of ₹1,30,00,000/- in the presence of co-accused Abbas Hussain acting as one of the witness. Thereafter, the petitioner in presence of co-accused Abbas Hussain handed over the physical possession of the property to the complainant by executing a possession letter. A public notice was published by the complainant to

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validate the ownership of the property in his favour on the basis of agreement to sell as executed between the petitioner and him. However, thereafter the petitioner did not come forward to execute the registry in favour of the complainant even after receiving the final balance payment of ₹5,00,000/-.

3. Pursuant to the public notice Kapil Mehta, Kapil Makhijani and Manpreet Singh contacted the complainant and it came to notice that the accused persons had also cheated the victims Kapil Mehta and Kapil Makhijani for a sum of ₹1,30,00,000/- and Manpreet Singh for a sum of ₹23,00,000/- on the pretext of getting the sale deed of the property registered.

4. During investigation, it was also revealed that the petitioner and his co-accused also executed agreement to sell, possession letter, will and affidavit in favour of one Rajesh Kumar Goel on 5th August, 2017 for a sum of ₹75,00,000/- of the questioned property and the physical possession of the basement and the ground floor was handed over to Rajesh Kumar Goel. Further petitioner Javed Hussain also executed an agreement deed in favour of Raisuddin and took the money to the tune of ₹50,00,000/-. During investigation, it was also revealed that the accused persons also mortgaged the above property to Corporation Bank making Abbas Hussain as a proprietor of Yaali International who obtained a loan of ₹2 crores on the strength of forged documents wherein the petitioner Javed Hussain stood as a guarantor. Further petitioner Javed Hussain also executed sale deed in respect of the terrace of the property in question on 24th November, 2015 with M/s.with M/s.Sahyog Realcon Ltd. through its representative Vishal

Sharma for a sum of ₹27,20,000/-.

5. It is thus evident that ample transactions have been entered into between the petitioner and number of other parties in respect of the same property.

6. Contention of learned counsel for the petitioner is that it is unbelievable that three directors of one company will enter into three different agreements and make payments. This contention deserves to be rejected as for individual transactions, Directors of same company may not communicable to each other.

7. Considering the nature of allegations and as number of people have been cheated on the strength of forged documents prepared, this Court finds no ground to grant bail to the petitioner.

8. Bail Application is dismissed.

MUKTA GUPTA, J.

MAY 14, 2018

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