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

+ **BAIL APPLN. 1288/2018**

BHUPINDER JEET SINGH

..... Petitioner

Represented by: Mr. Sandeep Kapur, Mr. Rajat
Soni and Mr. Guhpati, G.
Kashyap, Advocates.

versus

STATE

..... Respondent

Represented by: Ms. Rajni Gupta, APP with SI
Ajay Kumar, PS Kirit Nagar.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

03.08.2018

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1. By this petition, the petitioner seeks anticipatory bail in case FIR No. 213/2017 under Section 420/34 IPC registered at PS Kirti Nagar on the complaint of Shashi Bhushan Malik.

In the complaint Shashi Bhushan Malik alleged that Harpreet Kaur, wife of the petitioner, the present petitioner and their son, approached the complainant through a property dealer and expressed their intention of selling the property bearing No. B-21 (2nd Floor with roof rights), Kirti Nagar, New Delhi, measuring about 333.33 sq. yds. It was represented that Harpreet Kaur was the sole and absolute owner of the property and the property was free from all sorts of encumbrances. The sale consideration was settled at ₹2.71 crores out of which the complainant paid ₹50 lakhs to

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Harpreet Kaur as earnest money and the time for performance of the contract was fixed for four months from the date of execution of the Agreement to Sell. Further sum of ₹50 lakhs was also paid to Harpreet Kaur and her husband, the present petitioner, through cheque and cash. Later it was revealed that when the Agreement to Sell was entered into, which was duly witnessed by the petitioner being the husband of Harpreet Kaur, the property had already been under mortgage with M/s India Bulls Finance Limited, Gurgaon. It is thus alleged that the accused cheated the complainant for a sum of ₹1.06 crores.

2. The wife of the petitioner in whose name the property stood and who had entered into the Agreement to Sell had already been arrested and released on bail after nearly 50 days in custody, on payment of ₹15 lakhs to the complainant. Petitioner is a witness to the said Agreement to Sell and also a party seeking the mortgage. Charge sheet has already been filed.

3. Considering the fact that the documents which were required to be seized have already been seized and even the disputed loan agreement could not be seized despite custodial interrogation of the wife of the petitioner, this Court deems it fit to grant anticipatory bail to the petitioner.

4. It is, therefore, directed in the event of arrest the petitioner be released on bail on his furnishing a personal bond in the sum of ₹50,000/- with one surety bond of the like amount, subject to the satisfaction of the Arresting Officer/SHO concerned, further subject to the condition that the petitioner will join the investigation as and when directed by the Investigating Officer and will not leave the country without prior permission of the Court concerned and in case of change of residential address the same will be

intimated to the Court concerned by way of an affidavit.

5. Order dasti.

MUKTA GUPTA, J.

AUGUST 03, 2018
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