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

+ **BAIL APPLN. 1539/2018**

ATIQUR REHMAN

..... Petitioner

Represented by: Mr. U.A. Khan and Mr. Shahrukh
Khan, Advocates.

versus

STATE (NCT OF DELHI)

..... Respondent

Represented by: Ms. Rajni Gupta, APP with SI
Prempal Singh, PS Bhajanpura.
Mr. Anurag Jain and Ms. Ayushi
Sharma, Advocate for complainant.

+ **BAIL APPLN. 1540/2018**

HABIBUR REHMAN

..... Petitioner

Represented by: Mr. U.A. Khan and Mr. Shahrukh
Khan, Advocates.

versus

STATE (NCT OF DELHI)

..... Respondent

Represented by: Ms. Rajni Gupta, APP with SI
Prempal Singh, PS Bhajanpura.
Mr. Anurag Jain and Ms. Ayushi
Sharma, Advocate for complainant.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

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05.12.2018

By this petitions, the two petitioners seek anticipatory bail in case FIR
No. 557/2016 under Section 420/34 IPC registered at PS Bhajanpura.

BAIL APPLN. 1539/2018

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The allegations of the complainant in the FIR in question are that he was into business with the petitioners and the petitioners failed to return his money. After the complainant pressurized the petitioners for his due amounting to ₹57 lakhs, the two petitioners, namely, Atiqur Rehman and Habibur Rehman, gave cheques for ₹30 lakhs to the complainant and assured him also to give a flat of ₹27 lakhs being A-67, DLF Extn. 2, Bhopura, Ghaziabad, UP.

The accused person represented that the documents of the flat were with the bank and the total dues of the bank were ₹7 lakhs. The complainant thus in addition to ₹57 lakhs due towards the petitioners, paid a sum of ₹7 lakhs in cash to the petitioners so that the flat could be released from mortgage dues.

The documents of transfer of the flat were prepared, however, after five months the bank took the possession as the dues were ₹15 lakhs and not ₹7 lakhs and dues had not been paid. Further the cheques for a sum of ₹30 lakhs also could not be encashed as the same were dishonoured.

Considering the nature of allegations, this Court finds no ground to grant anticipatory bail to the petitioners.

Petitions are dismissed.


MUKTA GUPTA, J.

DECEMBER 05, 2018
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