

\$~24

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

+ **BAIL APPLN. 878/2017**

ABRAR AHMED @ MOHD.ABRAR Petitioner

Through: Mr.Mandeep Singh Vinaik, Ms.Anjali
Sharma, Mr.Abhimanyu Gupta and
Mr.Deepak Bastha, Advocates

versus

STATE Respondent

Through: Mr.Ashok Kumar Garg, APP for the State
with SI Rajeshwar, PS Shahdara
Mr.Sanjay Mishra and Mr.Nitesh Singla,
Advocates for the complainant

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

% **10.12.2018**

1. By this petition, the petitioner seeks anticipatory bail in case FIR No.803/2015 under Section 420 IPC registered at PS Shahdara. Case of the complainant Sangeeta Bansal in the FIR in question is that she is engaged in the business of sale and purchase of property and is the Director of Capital E-Service Pvt. Ltd. In November, 2012, one Umesh Gupta came to her office and showed her a plot ad-measuring 300 square yards near Shahdara Metro Station near a mosque. On the allurements of Umesh Chander Gupta and Devender Kaushik, she went to visit the plot where they introduced her to a person named Rakesh Goyal who represented himself to be the owner of

BAIL APPLN. 878/2017

page 1 of 3

the property. The three of them assured that the property was clear from all angles and they will get the NOC from the MCD and Mosque for construction of commercial complex. On this assurance, she entered into an agreement to sell with Rakesh Goyal on 12th December, 2012 and paid ₹85 lakhs to him as advance and ₹7 Crores and 40 lakhs was to be paid at the time of execution of the sale-deed. To build more confidence on the complainant, Umesh Chander Gupta and Devender Kaushik entered into an agreement to sell with her on the same day for ₹9 crores and paid ₹2 lakhs as advance. Later the complainant came to know that Rakesh Goyal was not the owner and only the agreement to sell had been executed between the actual owner Abrar Ahmed, the petitioner herein and Rakesh Goyal on 26th November, 2012 for ₹7.5 crores.

2. Learned APP for the State submits that the petitioner is the owner of the property. The purported agreement to sell between the petitioner and Rakesh Goyal of the property for a sum of ₹7.5 crores is dated 26th November, 2012. ₹75 lakhs was given as earnest money out of which ₹27.5 lakhs was given by way of cheque and the rest by way of cash. The only condition imposed upon the petitioner in the agreement to sell between petitioner and Rakesh Goyal was that within 45 days from the date of execution of the agreement he was to get the property mutated in his name. Admittedly as per the documents, mutation was applied for in December, 2012 and the property stood mutated in his name on 5th February, 2013.

3. In view of the fact that the complainant does not allege any misrepresentation towards the petitioner and even petitioner's ownership in

the property is not in dispute, this Court deems it fit to grant anticipatory bail to the petitioner. It is, therefore, directed that in the event of arrest, the petitioner be released on bail on his furnishing a personal bond in the sum of ₹25,000/- with one surety bond of the like amount to the satisfaction of the Arresting Officer/SHO concerned further subject to the condition that the petitioner 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.

4. Petition is disposed of.
5. Order dasti.

MUKTA GUPTA, J.

DECEMBER 10, 2018

mamta