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

+ **BAIL APPLN. 2265/2016**

KRISHNA GOEL & ORS.

..... Petitioners

Represented by: Ms. Suman Arora, Advocate.

versus

STATE (NCT OF DELHI)

..... Respondent

Represented by: Ms. Meenakshi Chauhan, APP
for the State with SI Mukesh
Yadav, PS Jagatpuri.
Mr. Molvi Aijaz Hussain,
Advocate for complainant.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

17.01.2018

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1. By this petition the petitioners seek anticipatory bail in case FIR No.536/2015 registered under Sections 406/420/34 IPC registered at PS Jagat Puri, Delhi pursuant to directions under Section 156 (3) Cr.P.C. on the complaint of one Vijay Gupta.

2. In the complaint Vijay Gupta alleged that the four petitioners represented themselves as owners of Property No. 58, Chandu Park, Delhi and agreed to sell the same to the complainant for a total sum of ₹75 lakhs. An Agreement to Sell was entered into and the petitioners received a total sum of ₹22.50 lakhs as earnest money. It was agreed that the property would be transferred to the complainant within six months of the Agreement to Sell however, they could not comply with the same and the accused failed to

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transfer the property as there was dispute over the said property. It was later revealed that the accused persons were owners of only 44 sq. yards portion of the said property admeasuring 131.5 sq. yards and they represented themselves to be the owners of the entire property.

3. When the matter came up before this Court on 10th March, 2017 after hearing the parties, this Court noted that the petitioners were willing to pay a sum of ₹30 lakhs to the complainant towards full and final settlement of all claims in respect of the property transaction as against ₹22.50 lakhs received towards earnest money. The sum of ₹30 lakhs was to be paid in three equal monthly instalments of ₹10 lakhs each starting from 1st May, 2017.

4. On 7th July, 2017 this Court noted that out of the four petitioners herein two could arrange for the funds and have paid ₹15 lakhs to the complainant however, the balance amount of ₹15 lakhs had not been paid by the two petitioners. On the oral prayer of the learned counsel for the petitioners this Court granted extension of time to make the payment and extended the interim protection.

5. Even on 16th October, 2017 when the matter came up before this Court this Court granted further adjournment to pay ₹15 lakhs to the complainant till today. Even now the sum of ₹15 lakhs has not been paid.

6. Learned counsel for the petitioners states that though the share of Krishna Goel and Ram Niwas Gupta the petitioner Nos. 1 and 3 herein have been paid, however Indira Goel and Sant Lal Gupta, petitioner Nos. 2 and 4 have not paid their share.

7. Learned counsel for the petitioners seeks further extension of time. Repeated indefinite extensions of time cannot be granted for payment.

8. Considering that the intention of the petitioner Nos. 2 and 4, the nature of allegations and that they have not fulfilled the undertaking before this Court given as far back as on 10th March, 2017, the anticipatory bail application qua petitioner Nos. 2 and 4, that is, Indira Goel and Sant Lal Gupta is dismissed.

9. However, in regard to petitioner Nos. 1 and 3 Krishna Goel and Ram Niwas Gupta, it is directed that in the event of arrest they be released on bail on their furnishing personal bond in the sum of ₹25,000/- each with one surety of the like amount each, to the satisfaction of the Arresting Officer/ SHO concerned, further subject to the condition that they will join the investigation as and when directed by the Investigating Officer.

10. Petition is disposed of.

11. Order dasti.

MUKTA GUPTA, J.

JANUARY 17, 2018

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