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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ BAIL APPLN. 2598/2016, CRL. M.As. 2578-79/2017, 21154/2017
10925/2018
SANJEEV AGGARWAL Petitioner
Through: Mr. Abhishek and Mr. Reema Roy,
Adv.
versus

STATE Respondent
Through: Ms. Radhika Kolluri, APP for the State
Mr. M.S. Jadhav, Adv. for complainant.
SI Vikas Mudgal.

BAIL APPLN. 2607/2016, CRL. M.A. 2577/2017 & 2580/2017
ARUN AGGARWAL Petitioner
Through: Mr. Abhishek and Mr. Reema Roy,
Adv.
versus

STATE Respondent
Through: Ms. Radhika Kolluri, APP for the State
Mr. M.S. Jadhav, Adv. for complainant.
SI Vikas Mudgal.

+ BAIL APPLN. 2618/2016
ANU AGGARWAL Petitioner
Through: Mr. Abhishek and Mr. Reema Roy,
Adv.
versus

STATE Respondent
Through: Ms. Radhika Kolluri, APP for the State
Mr. M.S. Jadhav, Adv. for complainant.
SI Vikas Mudgal.

CORAM:

HON'BLE MR. JUSTICE NAJMI WAZIRI

ORDER

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04.07.2018

The learned counsel for the complainant states that they have been misled to part with their monies on the promise that the

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apartments which were purchased by them will be constructed as per law, will be delivered in time, and will be usable and free from any encumbrances, but neither the promise nor the representation was true. The learned counsel states that the sewage water is overflowing and the property is inhabitable. The complainant is ready and willing to remove his belongings from the premises being occupied by them because there is neither any water connection nor any provision for discharge of sewage/waste water. In any case, the bank to which the property has been envisaged unbecoming of the complaint is likely to take possession of the same and dispose it off. This process would leave the complainants virtually remediless. He submits that the matter could best be settled if the petitioner returns the monies to the complainant with appropriate interest thereon.

On 04.12.2017 & 14.11.2017, this Court had passed the following orders, respectively:

04.12.2017

“On 19.12.2016 and 13.02.2017, the petitioners were granted anticipatory bail on their furnishing a personal bond in the sum of Rs.20,000/- each with a surety of the like amount to the satisfaction of the Investigating Officer/SHO concerned. Subsequently, on 14.11.2017, the petitioners were granted two weeks to ensure water and electricity connection in the flat occupied by Ms. Janaki Joshi, who has been put in possession since April, 2016. However, the requisite utility connections have not been made and in the absence of aforesaid utilities, the property is un-inhabitable.

At this stage, the petitioner states that he

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has written a letter to the landlord for the water and electricity connections for the premises in possession of the complainant. He is still awaiting action in this regard.

List on 18.12.2017.”

14.11.2017

“The learned counsel for the complainant- Ms. Janki Joshi states that the flat of which she has been put in possession since April, 2016 is uninhabitable in the absence of water and electricity connection.

The learned counsel for the petitioner states that these two utilities shall be provided in the premises within two weeks from today. Let it be so done.

The complainant shall cooperate with the petitioners to get the said utilities functional in their flat. In case of any difficulty, counsel for the parties shall coordinate amongst themselves.

List on 04.12.2017.

Interim orders to continue.”

The learned counsel for the respondent /complainant states that neither of the orders have been complied with.

In view of the non-compliance of the conditions for bail, the bail stands cancelled.


NAJMI WAZIRI, J

JULY 04, 2018/ACM