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

\+ BAIL APPLN. 2289/2018 & Crl. M.A. 33188/2018 (exemption)

DEV NARAYAN PATEL ..... Petitioner

Through: Mr. Vivek Singh with Mr. Imran Khan, Advs.

versus

STATE ..... Respondent

Through: Ms. Meenakshi Dahiya, APP for State with Insp. Devender Kumar Singh, PS Kashmere Gate.

**CORAM:**
**HON'BLE MR. JUSTICE R.K.GAUBA**

**ORDER**

% **28.09.2018**

Allegations of attempt to cheat and fabrication of certain documents pursuant to the criminal conspiracy constituting offences punishable under Sections 420/467/468/471/511/120-B of the Indian Penal Code, 1860 (IPC) have been levelled against the petitioner in FIR No 125/2018 registered by Police Station, Kashmere Gate. The dispute relates to a property described as plot no. 1696-97, Priyadarshini Colony, Kela Ghat, Kashmere Gate, Delhi-110006. The first informant claims to be the owner in possession of the said property having purchased it in 2005 from Qadeer Ahmed. It is alleged that the petitioner had attempted to grab the land and made endeavours to forcibly occupy the same and for such purposes has been using certain forged documents, showing his interest in the property.

The claim of the first informant about the title to the property having been acquired is founded on sale deed dated 04.03.2005 executed by Qadeer

Ahmed, it being document duly registered with the Sub-Registrar, indicating the source of the title of the seller. In contrast, the petitioner relies primarily on the document described as Memorandum of Understanding executed on 08.04.2005 by one Mahavir Prasad @ Mahavir Singh along with one Ashok Kumar whereby certain interest in the subject property was agreed to be transferred in favour of the petitioner for consideration, the possession promised to be handed over on the receipt of advance payment of the consideration on 31.05.2005. The petitioner also relies on documents in the nature of General Power of Attorney dated 03.05.2005; deed of surrender of license and delivery of possession dated 03.05.2005; receipt of part-payment dated 24.05.2005; another receipt dated 30.08.2005; yet another receipt dated 10.11.2005; an affidavit sworn on 03.05.2005 by the alleged transferor and a document described as extension of time in Memorandum of Undertaking, purportedly, executed on 12.08.2005.

The petitioner has approached this court for being admitted to anticipatory bail on the ground that the allegations against him in the FIR are unfounded, he being the owner in possession of the property since 2005. The documents which are relied upon by him, however, do not seem to convey any title or interest in the subject property unto him. Even in the Memorandum of Understanding, persons who are purported to have agreed to transfer such interest in his favour seem to have mentioned their title on the basis of adverse possession, it not being based on declaration by Court. Concededly, no suit for specific performance for formal transfer of the title was ever filed by the petitioner against anyone. In contrast, the claim of the first informant is founded on the registered sale deed.

In this view, the allegations in the FIR that forged documents have been prepared to set up a false claim to the property cannot be said to be unfounded. The matter requires deeper probe.

There is no case made out for release on anticipatory bail.

The petition alongwith the accompanying application are dismissed.

**R.K.GAUBA, J.**

**SEPTEMBER 28, 2018/***uj*