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

+ **BAIL APPLN. 2532/2018 and CrI.M.A.35023/2018**

MOHD. DANISH Petitioner

Through: Mr. Mukesh M. Goel, Advocate

versus

STATE (NCT OF DELHI) Respondent

Through: Mr. Amit Ahlawat, APP for the State
Complainant in person.

CORAM:

HON'BLE MR. JUSTICE R.K.GAUBA

ORDER

% **29.10.2018**

The FIR No.47/2018 has been registered by Police Station Chandni Mahal on the complaint of Farzana Alvi pursuant to directions of the Metropolitan Magistrate under Section 156(3) of the Code of Criminal Procedure, 1973 (Cr.P.C.) alleging involvement of the petitioner for the offence under Section 420 of the Indian Penal Code, 1860 (IPC). The complaint before the Metropolitan Magistrate was preceded by a report to the Station House Officer made initially on 23.03.2017 followed by a complaint to the Commissioner of Police lodged on 03.04.2017, on which no action was taken. It appears prior to approaching the court of Metropolitan Magistrate, the first informant had also got served on the petitioner, his wife and mother, a legal notice dated 27.04.2017, to which reply was sent on behalf of the petitioner by his counsel on 26.05.2017.

Having regard to the averments in the said previous complaint, the legal notice and the complaint before the Magistrate it having been translated into FIR, it is clear that the version of the complainant has been consistent that the petitioner had induced her to part with Rs.5 lacs in cash on the pretext of transferring the right, title and interest in immoveable property in the vicinity of her house, he claiming to be the original owner thereof, he also having explained that he would not be able to execute any formal sale deed since the property was of DDA. The complainant has referred, *inter alia*, of *Hibanama* having been executed besides one other document which is described in the proceedings as a receipt of acknowledgement of Rs.5 lacs.

It has been the consistent version of the complainant that the deal was settled for total consideration of Rs.6,30,000/-. Though there seems to be some confusion as to whether the balance of Rs.1,30,000/- was accepted or agreed to be paid or not, the complainant having at one stage indicated that the petitioner had assured that the balance would not be required, the prime grievance of the complainant has been that after having taken the money and execution of document on which her signatures were taken, the original documents were also taken away on the pretext of they being required to be properly stamped to be handed over. Neither the documents in original were returned nor any sale transaction formalized. The complainant attributes dishonest intention of the petitioner.

Having regard to the reply to the legal notice, the petitioner having scrupulously avoided any explanation as to the execution of the documents, photocopies whereof have been retained by the complainant, this court

endorses the view taken by the court of sessions in denying to the petitioner the release on anticipatory bail by order dated 08.10.2018.

As submitted by the learned Additional Public Prosecutor, the case might require custodial interrogation of the petitioner and also endeavour to be made for the original documents to be traced at his instance.

The petition and the application filed therewith stand dismissed.

OCTOBER 29, 2018

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R.K.GAUBA, J.