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

+ **BAIL APPLN. 1759/2017**

SANDEEP KUMAR VERMA`

..... Petitioner

Represented by: Ms. Geeta Luthra, Senior
Advocate with Mr.Karan Veer
Tyagi, Advocate.

versus

STATE OF NCT OF DELHI

..... Respondent

Represented by: Ms. Rajni Gupta, APP for State
with SI Vikash Yadav, P.S.
Dwarka (North).

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

% 23.07.2018

1. By this petition, the petitioner seeks anticipatory bail in FIR No. 16/2017 under Sections 420/34 IPC and Section 4 of the Prize Chits and Money Circulation Schemes (Banning) Act registered at Police Station Dwarka (North) on the complaint of one Mr.Yogesh Kumar. The complainant in the FIR alleged that he came in contact with one Sandeep Kumar Verma along with his wife Smt. Meena Rani through a common man and since the complainant was in desperate need for residential purpose for himself in Delhi and did not have requisite money, the petitioner represented that he was running a business of real estate in the name of his wife Smt.Meena Rani as he was a Government Servant. Petitioner stated to the complainant that he did not have money, he could arrange the money in
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instalments in the form of committee which could be used for the purpose of purchasing the flat. To know that the petitioner, actually is owning the premises, where flats are being constructed, the petitioner took the complainant to Flat No. 209, Type A, Phase-2, Netaji Subhash Apartments, Sector 13, Dwarka, New Delhi on different occasions and represented that one Ravi Kumar was a front man of the petitioner.

2. It is alleged that the petitioner and his wife convinced the complainant that he will get the flat after completion of its construction and the same would be registered in his name. On completion of instalments, amounts in (monthly committee scheme for house run by the petitioner), to the tune of ₹30,06,000/-, petitioner demanded a further sum of ₹5,00,000/- showing acute hardship, which the complainant refused. However, the petitioner and his wife gave two different cheques amounting to ₹6,00,000/- signed by the petitioner and his wife for ₹1,00,000/- and ₹5,00,000/- respectively when petitioner gave them a further sum of ₹5,00,000/-. Later, when the complainant went to the residence of the petitioner and asked for possession and registration of the flat, the petitioner represented that the same would be executed in the last week of April, 2016. In the last week of April, 2016, when the complainant tried to contact the petitioner on the phone, the petitioner failed to pick it. Thereafter, the complainant along with his sister and a common friend went to the residence of the petitioner and requested the petitioner to sign the agreement through their front man for handing over the newly constructed flats situated at Netaji Subhash Apartment, Dwarka, Sector 13, New Delhi. The petitioner flatly refused and stated that he would neither give the property nor would he return the money to the complainant.

3. Status report has been filed. As per the status report, during the course of investigation, the property No. 209, Type-A, Phase-2, Netaji Subhash Apartment, Sector-13, Dwarka, New Delhi has been examined and it was found that the said flat was allotted to one Ravi Kumar by DDA in the year 2002, which has since been sold to Mukesh Kumar by the Sale Deed. Mukesh Kumar got constructed the said property in collaboration with one Builder Mayur Soni and developed four floors over there. From the statement of account maintained by the wife of the petitioner at the Oriental Bank of Commerce, money transactions have been found for which no plausible explanation was rendered.
4. During the course of investigation besides the complainant, four more victims have been allegedly cheated upon by the petitioner, with whom the petitioner claims to have settled the matter.
5. Considering the nature of the allegations made and the fact that the representations were made by the petitioner on whose strength, the money was parted, I found, no grounds to grant anticipatory bail to the petitioner.
6. Petition is dismissed.

MUKTA GUPTA, J.

JULY 23, 2018

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