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

+ **BAIL APPLN. 2035/2017**

ASHISH AGGARWAL Petitioner

Represented by: **Mr.Deepak Tyagi, Advocate**

versus

STATE Respondent

Represented by: **Ms.Meenakshi Chauhan, APP for the
State with Insp.Sanjeev Sharma, PS
Hauz Khas**

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

% **02.05.2018**

1. By this petition, the petitioner seeks anticipatory bail in case FIR No.602/2016 under Sections 467/468/420/120B/34 IPC registered at PS Hauz Khas on the complaint of Sanjay Gambhir and Deepak Kumar.

2. The allegations of the complainant in the above noted FIR are that in April, 2016, Ashish Aggarwal, Palvinder Singh and Ms.Poonam Sarin made a proposal to them that they can arrange a loan of ₹25 crores in favour of their associate company M/s.D.D. Industries Ltd. i.e. M/s.Trillion Motors Pvt. Ltd. by mortgaging its property F-1/9, Okhla Industrial Area, New Delhi with the lender company namely M/s.Serene Films Ltd., Mumbai owned by Sh.Ajay Yadav. Pursuant to the offer, on the complainant being lured, Ashish Aggarwal, Palvinder Singh and Poonam Sarin entered into an

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agreement on 10th April, 2016 with Ashish Aggarwal of 1% as a Government stamp fees for registration of the documents of the mortgaged property, 1% + 1 lakh for franklin papers and 1% for the service of the service provider. The demand draft of ₹25 lakhs given to Ashish Aggarwal in favour of M/s.Leader Engineering Works, owned by Palvinder Singh was to be encashed only when the loan of ₹25 crores was received by the complainant. It is the case of the complainant that the petitioner sent images of forged receipt of Government fee of ₹25 lakhs of a non-existing Sub-Registrar office and on the basis of this, the money was transferred and Palvinder Singh got the above demand draft of ₹25 lakhs encashed. A sum of ₹16 lakhs was withdrawn through ATM and cheques etc. and shared between the petitioners. The balance amount of ₹9,44,532/- still remained in the bank which was attached.

3. Case of the petitioner is that the petitioner has no role in the preparation of the alleged forged stamps. He was forwarded these images of the forged receipts by Palvinder Singh on his WhatsApp which he forwarded to the complainant. On investigation, it has been revealed that the forged receipts were in fact got prepared and procured by Palvinder Singh who in turn sent the same through WhatsApp to the present petitioner who sent the same to the complainant. The FSL Report also verifies these facts. Learned counsel for the petitioner further submits that Palvinder Singh has already settled the matter with the complainant and has paid the entire amount. Thus, he was granted regular bail after arrest.

4. Considering the nature of allegations particularly that the petitioner did not procure the forged receipts and that Palvinder Singh has already paid

the cheated amount, this Court deems it fit to grant anticipatory bail to the petitioner. It is, therefore, directed that in the event of arrest, petitioner be released on bail on his furnishing a personal bond in the sum of ₹25,000 /- with two surety bonds in the like amount subject to the satisfaction of the Arresting Officer/SHO concerned further subject to the condition that he will join the investigation as and when directed and will not leave the country without the prior permission of the Court concerned. In case of change of address, the same will be intimated to the Court concerned.

5. Petition is disposed of.

6. Order dasti.

MUKTA GUPTA, J.

MAY 02, 2018

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