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

+ **BAIL APPLN. 2109/2017**

SHAKEELA

..... Petitioner

Represented by: Mr. Kunwar Arish Ali,
Mr.S.M. Prasad and Mr. Zubair
Ahmad, Advocates.

versus

THE STATE NCT OF DELHI

..... Respondent

Represented by: Mr. Hirein Sharma, APP for
the State with SI Manoj Tomar,
PS Seelampur.
Mr. Tarun Preet Singh and Mr.
Abhishek Singh, Advocates for
the complainant.

+ **BAIL APPLN. 2181/2017**

MOHD INAM

..... Petitioner

Represented by: Mr. Prakash Priyadarshi,
Advocate.

versus

THE STATE NCT OF DELHI

..... Respondent

Represented by: Mr. Amit Gupta, APP for the
State with SI Manoj Tomar, PS
Seelampur.
Mr. Tarun Preet Singh and Mr.
Abhishek Singh, Advocates for
the complainant.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

07.02.2018

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1. By these petitions, the petitioners seek anticipatory bail in case FIR
No. 574/2017 under Sections 420/120B/506/34 IPC registered at PS
Seelampur on the complaint of Mobin. In the complaint filed before the

BAIL APPLN. 2109/2017

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learned Metropolitan Magistrate with an application under Section 156 (3) Cr.P.C. after no action was taken by PS Seelampur, Mobin stated that he had entered into an Agreement to Sell with Waseem and Mohd. Inam to purchase Shop No. 2 situated at Ground Floor H. No. D-49, New Seelampur, Delhi for a total sale consideration of ₹10 lakhs. Shakeela Begum, mother of Waseem and owner of the said property executed a General Power of Attorney and some other documents in his favour. The possession of the said shop was handed over on paper at the time of execution of the said documents but the actual physical possession remained with Waseem and his mother and the same was not handed over despite promise.

2. On a specific query put to the learned APP for the State and learned counsel for the complainant as to whether at the time of entering into an Agreement to Sell any representation was made by Shakeela, the petitioner herein, learned APP for the State on instructions from the Investigating Officer and learned counsel for the complainant denies that Shakeela made any misrepresentation. It is stated that Shakeela is aged 70 years of age and is not even in a position to append her signatures and thus appending her thumb impression on the documents.

3. The only role attributed to Shakeela is that she thumb marked the Agreement to Sell. Thus the inducement, if any, was by Waseem. Though prosecution alleges that this is the second case against Shkeela and earlier also an FIR in relation to another shop has been registered against her.

4. As regards Mohd. Inam the case of the prosecution is that Inam signed the Agreement to Sell as a witness. It is nowhere the case of the prosecution that Mohd. Inam had lured or dishonestly induced the

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complainant. He is the property dealer who witnessed the Agreement to Sell. Subsequent non-handing over the possession of the property cannot be attributed to Mohd. Inam. There is no other FIR against Mohd. Inam.

5. Considering the allegations against Shakeela and Mohd. Inam, this Court deems it fit to grant anticipatory bail to the petitioners. It is, therefore, directed that in the event of arrest the petitioners be released on bail on their furnishing a personal bond in the sum of ₹25,000/- each with one surety each of the like amount, subject to the satisfaction of Arresting Officer/SHO concerned, further subject to the condition that the petitioners will join the investigation as and when directed by the Investigation Officer and will not leave the country without prior permission of the Court concerned and in case of change of address of the petitioners, the same will be intimated to the concerned Court by way of an affidavit.

6. Petitions are disposed of.

7. Order dasti.


MUKTA GUPTA, J.

FEBRUARY 07, 2018

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