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

+ **BAIL APPLN. 2589/2017**

VINOD BANGWAL

..... Petitioner

Through : Mr K.K.Manan, Senior Advocate
with Mr Ankush Narang, Ms Shivani
Kant, Ms Manveen Dhansal and
Mr Bhavya Chauhan, Advocates.

versus

THE STATE GOVT OF NCT OF DELHI

..... Respondent

Through : Mr Mukesh Kumar, Addl. PP for the
State.
SI Satish Lohia, PS Hauz Khas.

CORAM:

HON'BLE MR. JUSTICE SANJEEV SACHDEVA

ORDER

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23.01.2018

CrI. M.A. 20807/2017(exemption)

Allowed, subject to all just exceptions.

BAIL APPLN. 2589/2017

1. The petitioner seeks bail in FIR No.329/2017 under Sections 448/467/471/120-B IPC, Police Station Hauz Khas.
2. The allegations in the FIR are that mother of the complainant was owner of the subject property, i.e. Plot No.L-23, South Extension-II, New Delhi. She expired on 31.10.2013 and the father of the complainant expired on 07.11.2016. Further it is contended that

most of the legal heirs reside outside Delhi. It is contended that the complainant came to know that an attempt was being made to grab their property by forgery and deceit, when the petitioner is alleged to have written to the complainant claiming title to the subject-matter based on an Agreement to Sell dated 30.12.2016. It is contended that the entire set of documents were forged.

3. Learned senior counsel for the petitioner submits that the petitioner himself is a victim as he had intended to purchase the subject property and one Ms Ajit Kaur executed the documents in favour of the petitioner *inter alia* Agreement to Sell, Power of Attorney, Possession Receipt.

4. Learned senior counsel further contends that the petitioner, by way of abundant caution, also issued legal notices as well as Public Notices regarding the subject property, as he had proposed to enter into the said transaction. The amount of the said sale consideration agreed to was Rs.14 crores, out of which some part-payment had been made and as the petitioner subsequently got to know that there was some defect in title, further payment was not made. It is contended that the petitioner himself is a victim and had earlier also cooperated with the investigation

5. Learned senior counsel refers to the order dated 14.11.2017 on the Bail Application of the co-accused – Anil Mohan Bhardwaj, wherein the contention of the Investigating Officer is noticed by the Court that two of the co-accused, i.e. Anil Mohan Bhardwaj and Amar

Malik had gone to Jalandhar with the lady, who had impersonated as Ms. Ajit Kaur to open a fake account.

6. It is contended that nowhere in the investigation is any material available to even prima facie show that the petitioner had any role to place in the entire transaction except for himself being a victim and a proposed purchaser in the Agreement to Sell.

7. Learned Additional Public Prosecutor for the State contends that there was a larger conspiracy of grabbing the property by way of forged documents, *inter alia*, Agreement to Sell, cancellation of the Agreement to Sell and the subsequent Agreement to Sell in favour of the petitioner.

8. It is an admitted position that charge sheet has already been filed on 04.12.2017. It is contended in the charge sheet that accused Bhupender had stated that he along with the co-accused Anil Mohan Bhardwaj along with one lady had opened the bank account in Jalandhar.

9. Keeping in view the fact that investigation in the matter is complete qua the Petitioner and in the charge sheet, the role ascribed to the petitioner is distinct and different from the other co-accused, I am inclined to enlarge petitioner on bail.

10. Accordingly, the petitioner is granted bail in case FIR No.329/2017 under Sections 448/467/471/120-B IPC, Police Station Hauz Khas, subject to the petitioner furnishing a bail bond in the sum

of Rs.50,000/- along with one surety of the like amount to the satisfaction of the Trial Court. The petitioner shall not act, in any manner, which may have any adverse effect on the trial or the prosecution witnesses.

11. Petition is disposed of.

12. Order *Dasti* under signatures of the Court Master.

SANJEEV SACHDEVA, J

JANUARY 23, 2018

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