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

+ **BAIL APPLN. 2597/2017**

PRADEEP KUMAR BHOLA

..... Petitioner

Represented by: **Mr. Rajiv K. Garg and Mr.
Rajeev Kapoor, Advocates.**

versus

STATE (GOVT OF NCT OF DELHI)

..... Respondent

Represented by: **Ms. Meenakshi Chauhan, APP
for the State with SI Vinay, PS
Neb Sarai.
Mr. B.S. Joon, Advocate for
complainant with complainant
in person.**

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

06.02.2018

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1. By this petition the petitioner seeks regular bail in case FIR No. 485/2017 under Sections 420/120B IPC registered at PS Neb Sarai, Delhi. The above noted FIR was registered on the complaint of one Rubaljeet Singh who alleged that Pradeep Bhola, Sushil Bhola and Robin Bhola, all sons of Asharaj Bhola approached him through one property dealer namely Shailender Shelly and offered him for sale of property bearing No. DE-65, Tagore Garden, Delhi measuring 200 sq. yards. They visited the house of Rubaljeet Singh at Sainik Farms and deal was finalised for ₹12.37 crores. The complainant paid a sum of ₹1.42 crores as earnest money by three cheques of ₹40 lakhs each and ₹22 lakhs in cash. However, on the next date

BAIL APPLN. 2597/2017

Page 1 of 3

fixed for finalising of the deal nobody came forward. It was later revealed that these alleged persons entered into an agreement dated 5th November, 2014 for sale of property. The complainant stated that he was willing to pay the balance amount however, none of the alleged persons appeared on the next date fixed for the registry of the property and thus cheated the complainant. During the course of investigation it was also revealed that the property in question was mortgaged from March, 2013 to August, 2016 with RDB Finance Ltd., Bali Nagar and a loan of ₹18 lakhs had been obtained. Thus the documents for the sale were not in custody of the alleged persons on the date of agreement to sell, that is, 5th November, 2016. Further the property in question was in the name of the deceased mother of the three accused persons, who had not even applied for mutation. The three accused namely Pradeep Bhola, Sushil Bhola and Robin Bhola were arrested and have been sent to judicial custody.

2. Learned APP for the State submits that Robin Bhola has already been granted bail subject to the condition of deposit of ₹1.42 crores which Rohin Bhola could not deposit and is thus in custody.

3. Learned counsel for the petitioner has taken this Court to the agreement to sell/purchase entered into between the parties. As per the said agreement to sell, in clause (3) part payment of ₹5 crores was to be made by the complainant when the petitioner and other accused were to hand over physical vacant possession of the left side ground floor shop area to the complainant followed by a payment of ₹6 crores on or before 28th February, 2015 when physical vacant possession of the entire property was to be handed over and the sale deed executed in the Sub-Registrar's office.

4. A perusal of the record reveals that first notice given by the complainant to the petitioner showing his willingness to make the balance payment was dated 1st September, 2016 well beyond the date of 28th February, 2015 fixed between the parties. On a specific query put by this Court to the Investigating Officer as to whether the complainant had liquidity of around 11 crores from November, 2014 to February, 2015 it has been revealed that on selling a property on 26th February, 2015 the cash liquidity with the complainant was ₹5.49 crores. It is thus evident that as on 28th February, 2015 the complainant did not have complete liquidity of ₹11 crores. Further it is not disputed that the petitioner and his brothers were the owner of the property on the demise of the mother as the sisters had already relinquished their shares in the property.

5. Considering the fact that there was even delay on the part of the complainant to show his willingness to make payment contrary to the terms of the agreement to sell and the fact that the charge sheet has already been filed, this Court deems it fit to grant bail to the petitioner. It is therefore, directed that the petitioner be released on bail on his furnishing a personal bond in the sum of ₹25,000/- with two sureties of the like amount, subject to the satisfaction of the learned Trial Court, further subject to the condition that the petitioner will not leave the country without prior permission of the Court concerned and in case of change of residential address the same will be intimated by the petitioner by way of an affidavit to the court concerned.

6. Petition is disposed of. Order dasti.

MUKTA GUPTA, J.

FEBRUARY 06, 2018/‘vn’

BAIL APPLN. 2597/2017

Page 1 of 3