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

+ **BAIL APPLN. 62/2019**

TEETU CHAUHAN

..... Petitioner

Through: Mr. Pankaj Thareja and Mr. Kumar
Gaurav, Advs.

versus

STATE

..... Respondent

Through: Mr. Amit Chadha, APP for State with
SI Ashwani, P.S. Jyoti Nagar.

CORAM:

HON'BLE MR. JUSTICE A.K. PATHAK

ORDER

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11.01.2019

Learned counsel for the petitioner submits that petitioner along with co-accused Sachin Kumar had entered into a Collaboration Agreement with co-accused Babu Ram (owner of the property in question). In terms of the said Collaboration Agreement, petitioner and co-accused Sachin Kumar were to develop the aforesaid property of co-accused Babu Ram and, in return, they were to get ownership rights of third floor of the said property with roof rights, stilt floor parking for one car and one motorcycle. In terms of Clause 9 of the Collaboration Agreement, petitioner and co-accused Sachin Kumar were having authority to sell the said floor. Sale deed was to be executed by the co-accused Babu Ram. Armed with the said Collaboration Agreement, petitioner and co-accused Sachin Kumar had

executed Agreement to Sell in favour of the complainant. Investigations are complete and charge-sheet has been filed. Petitioner is no more required for any further investigation. Petitioner is in custody for about 7 months, therefore, he may be released on bail.

Learned APP has opposed the grant of bail to the petitioner. It is contended that petitioner and co-accused were not the lawful owners of the property in question and despite this in the Agreement to Sell they claimed themselves to be the absolute owners of the property. Even as per the Collaboration Agreement, which otherwise is a fabricated document, the sale deed was to be executed by the co-accused Babu Ram being owner of the property, thus, petitioner could not have executed the agreement to sell.

Keeping in mind the totality of the facts and circumstances of this case, petitioner is admitted to bail subject to his furnishing a personal bond in the sum of ₹25,000/- with one surety in the like amount to the satisfaction of the trial court.

Bail application is disposed of in the above terms.

Dasti.

A.K. PATHAK, J.

JANUARY 11, 2019
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