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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **BAIL APPLN. 200/2019 & CrI.M.A. 1690/2019**

BALDEV SINGH

..... Petitioner

Through: Mr. S.S. Ahluwalia & Mr. Mohit
Bangwal, Advs.

versus

STATE

..... Respondent

Through: Mr. K.S. Ahuja, APP for the State
with SI Ravi Kumar, PS Narela.
Mr. Pathak Rakesh Kaushik, Adv. for
complainant.

CORAM:**HON'BLE MR. JUSTICE R.K.GAUBA****ORDER**

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25.01.2019

The facts showing complicity of the petitioner in certain acts of commission and omission constituting offences punishable under Sections 467/468/471/420 IPC have come up during the course of investigation into first information report (FIR) no. 719/2018 of police station Narela. Apprehending arrest, the petitioner had approached the court of Sessions for release on anticipatory bail, his application having been considered with similar application of another person named Subhash. While the prayer of Subhash was granted, the request for the petitioner for anticipatory bail was declined by the said order dated 17.11.2018.

The petitioner has approached this Court by the present application with similar prayer under Section 438 of the Code of Criminal Procedure, 1973 (Cr.P.C.).

The FIR has been registered on the complaint of Mayank Malik, attorney of Meena Malik. It appears the complainant had purchased plot no. 190, admeasuring 80 square yards forming part of Khasra no. 37/20/2 of village Mamurpur Narela from one Mahender Kumar for consideration, Mahender Kumar, it so turns out, had purchased the said property from one Mukul Jain, who, in turn, had acquired it from the petitioner, the original allottee. It is in that context that the focus of investigation has shifted to the documents on the basis of which the petitioner had sold the subject plot of land to Mukul Jain.

The investigation has revealed that the plot of land was allotted to the petitioner on lease for a period of nine years with no right to transfer the interest therein. The petitioner had executed documents in the nature of general power of attorney (GPA) of the Agreement to Sell, besides a Will executed and registered in favour of Mukul Jain, executed on 09.09.1992. A perusal of the said documents would indicate that there is apparent misrepresentation as to the extent of interest held in the property which was being sold against consideration of Rs. 1,25,000/-.

The petitioner's plea that he had not sold the land to Mukul Jain but actually had inducted him as lessee is not substantiated by him through any document whatsoever. It is, *prima facie*, not acceptable that lease rights had been created against a lumpsum payment of Rs. 85,000/-. The plea of the petitioner that Mukul Jain had made him sign on certain documents clandestinely also cannot be accepted at this stage, in absence of any evidence supporting this against the above backdrop of the fact that the Will was duly registered.

In above facts and circumstances, the submission of the additional public prosecutor that the case might require custodial interrogation cannot be rejected. It is not a case where the allegations against the petitioner presently under investigation can be said to be wholly unfounded. No case is made out for admitting the petitioner to anticipatory bail.

The petition and the application filed therewith are dismissed.

R.K.GAUBA, J

JANUARY 25, 2019

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