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

+ **BAIL APPLN. 2024/2018**

AMRITA VERMA

..... Petitioner

Represented by: Mr.Pavan Narang and Mr.Ketan Goel,
Advocates

versus

STATE

..... Respondent

Represented by: Ms.Meenakshi Chauhan, APP for the
State with Insp.Ajeet Kumar Jha,
EOW

+ **BAIL APPLN. 2026/2018**

SUSHIL VERMA

..... Petitioner

Represented by: Mr.Pavan Narang and Mr.Ketan Goel,
Advocates

versus

STATE

..... Respondent

Represented by: Ms.Meenakshi Chauhan, APP for the
State with Insp.Ajeet Kumar Jha,
EOW

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

27.02.2019

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1. By these two petitions, the petitioners seek anticipatory bail in case
FIR No.122/2018 under Sections 406/420/120-B IPC registered at PS EOW.

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The allegations against the petitioners in the FIR in question registered on the complaint of Ms.Veena Shrivastava are that she wanted to buy a flat in Delhi when her son met Mr.Ravinder Kumar and Ms.Amrita Verma who wanted to sell one property belonging to Mr.Sushil Verma, father of Ms.Amrita Verma as they had defaulted in repayment of the bank loan. Mr.Ravinder represented that he was helping Ms.Amrita Verma to sell her property as her father Sushil Verma was in jail in some EOW case. Thus, Amrita Verma needed money to repay bank dues and for release of her father from jail.

2. After negotiations Amrita Verma on behalf of Sushil Verma agreed to sell Flat No.B-2/703, Flat No.1, Sector-19, Dwarka for a total consideration of ₹83 lakhs. The complainant paid a sum of ₹20 lakhs in cash but no receipt was given on the pretext that the same would be given after her father comes out from jail. A sum of ₹50 lakhs was further paid by demand draft on 25th April, 2015 when Sushil Verma came out of the jail. Though payment of ₹70 lakhs was made however no receipt was issued. Further ₹3 lakhs was also paid through RTGS and it was agreed that the balance amount of ₹2 lakhs will be paid on the date of registry of the flat on or before 15th August, 2015. Despite having paid ₹73 lakhs out of the total consideration of ₹83 lakhs, no sale deed of the flat was executed in the name of the complainant and it was later revealed that the flat in question was disputed and the possession thereof was not with Mr.Sushil Verma.

3. During pendency of the present petitions, the petitioners offered to repay back the amount of ₹20,30,000/- which was accepted by the complainant on 29th August, 2018 without prejudice to his rights and

contentions. Further two drafts for a sum of ₹12,70,000/- were handed over to learned counsel for the complainant which were accepted without prejudice. As regards balance amount of ₹20 lakhs and the interest thereon, learned counsel for the petitioner sought some further time. For the balance payment of ₹20 lakhs on 15th November, 2018 the petitioners presented five demand drafts. They also stated that ₹9,70,000/- would be recovered from the account which was lying frozen. As regards a further balance of ₹2,70,000/- a cheque was handed over to the complainant which was partly filled and it was assured that another cheque would be given. Today, the partly filled cheque of ₹2,70,000/- has been returned by the complainant to learned counsel for the petitioners and the balance amount of ₹2,70,000/- has been deposited by way of two demand drafts with the Registrar General of this Court vide order dated 17th December, 2018 who was directed to keep the money in an FDR.

4. Registrar General of this Court is directed to release a sum of ₹2,70,000/- along with interest accrued thereon to the complainant or her authorized representative. In view of the fact that the petitioners have paid the principal amount and the dispute remains only qua the interest, this Court deems it fit to grant anticipatory bail to the petitioners. It is, therefore, directed that in the event of arrest, petitioners be released on bail on their furnishing a personal bond in the sum of ₹25,000/- each with one surety bond each of the like amount to the satisfaction of the Arresting Officer/SHO concerned further subject to the condition that the petitioners will join the investigation as and when directed by the Investigating Officer and will not leave the country without the prior permission of the Court

concerned and in case of change of residential address, the same will be intimated to the Court concerned by way of an affidavit.

5. Petitions are disposed of.
6. Order dasti.

MUKTA GUPTA, J.

FEBRUARY 27, 2019
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