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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **BAIL APPLN. 2670/2018 & CrI.M.A. 35977/2018**

NALINI RASTOGI Petitioner
Through: Mr. Prateek Yadav, Adv.

versus

STATE Respondent
Through: Mr. Amit Ahlawat, APP for the State
with SI Rinki, PS Anand Vihar.
Mr. Anil Sharma & Mr. Aman
Bhardwaj, Advs. for complainant.

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

ORDER
% **14.01.2019**

The background facts and the respective contentions of all sides were noted in the proceedings recorded on 13.11.2018 as under:-

“The petitioner, a 65 year old woman, was arrested on 27.08.2018 during the course of investigation into FIR no. 318/2018 registered by police station Anand Vihar on 10.09.2018 for investigation into offences allegedly committed under Sections 420/406/120 B IPC. Her application for bail (no. 3575/2018) has been dismissed by the court of sessions by order dated 01.11.2018.

Status report has been submitted. A perusal of the order of the court of sessions, status report and other documents on record, as indeed the submissions of the parties who have appeared shows that the petitioner had entered into an Agreement to Sell a property to the complainant for consideration, she having allegedly received, as earnest money, an amount of Rs. 30 lakhs. It is stated that it was represented at the time of the said property was free from all encumbrances. It has been alleged by the complainant that the property was subject to charge under a loan taken and further that

the petitioner had dishonestly sold the said property to a third party.

Be that as it may, the counsel for the petitioner submitted that the complainant is inclined to settle the matter amicably, it having been tentatively agreed between them that the matter would stand resolved if she were to pay Rs. 19 lakhs to him in instalments, the first one being of Rs. 10 lakhs payable on or before 31st December, 2018, the balance in different tranches on or before 31st December, 2019. The counsel for the complainant, who is also present, submitted that the above arrangement more or less represents the terms on which there has been an agreement though the settlement is yet to be reduced in writing. He submitted that the petitioner may be released on bail subject to memorandum of understanding being executed and the terms being abided by.

In order to facilitate the payment of first instalment, as aforesaid, to the complainant, a case presently for interim release on bail is made out. It is thus, directed that the petitioner will be released on bail till the next date of hearing subject to she furnishing personal bond in the sum of Rs. 50,000/- with one surety in the like amount to the satisfaction of the concerned Metropolitan Magistrate and also subject to she making the payment of first instalment to the complainant, as aforesaid, within the stipulated period indicated by the parties.

Be listed on 14th January, 2019.

Dasti under the signatures of Court Master”.

The learned counsel for the complainant confirms that the first instalment of Rs. 10 lakhs has been paid by the petitioner in terms of the settlement agreement dated 29.11.2018 as was referred to in the order dated 13.11.2018. The counsel for petitioner, on instructions, submits that the petitioner hereby solemnly undertakes to strictly and scrupulously abide by the terms of the said settlement agreement dated 29.11.2018 with regard to the obligation to pay the balance amount of Rs. 9 lakhs in instalments

payable on or before 31.03.2019, 30.06.2019, 30.09.2019 and 31.12.2019. The counsel for the complainant submits that he has no objection if the petition for release on bail is granted subject to the petitioner upon he being bound by the undertaking for payment of the balance amount. The learned additional public prosecutor for State submits he leaves the matter to the discretion of the court.

In above view, binding the petitioner with the undertaking as above and subject to strict compliance with the said undertaking, the interim bail granted by order dated 13.11.2018, quoted above, is made absolute.

The petition and the application filed therewith are disposed of in these terms.

Dasti under the signatures of Court Master.

R.K.GAUBA, J

JANUARY 14, 2019

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