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

+ **BAIL APPLN. 2744/2018**

HETAL BULSARIA

..... Petitioner

Represented by: Mr. Hussain M. Farooq, Ms. B.
Sudha, Mr. Sahil, Mr. Tushar Giri,
Mr. Sidharth Gautam, Advs.

versus

STATE & ANR.

..... Respondent

Represented by: Ms. Meenakshi Chauhan, APP with
Insp. Anil Kr., PS EOW.
Mr. Atul Gupta, Adv. for
complainant.

+ **BAIL APPLN. 2748/2018**

MAHESH BULSARIA

..... Petitioner

Represented by: Mr. Hussain M. Farooq, Ms. B.
Sudha, Mr. Sahil, Mr. Tushar Giri,
Mr. Sidharth Gautam, Advs.

versus

STATE & ANR.

..... Respondent

Represented by: Ms. Meenakshi Chauhan, APP with
Insp. Anil Kr., PS EOW.
Mr. Atul Gupta, Adv. for
complainant.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

11.01.2019

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1. By these petitions petitioners seek anticipatory bail in case FIR No. 89/2014 on the complaint dated 14th February, 2014 under Sections 420/468/471/120B/34 IPC registered at PS Mianwali Nagar pursuant to the order of the learned Metropolitan Magistrate on the complaint of one

Devender Kumar Saini, Marketing Manager of M/s Sainik Welfare Organization (in short SWO) an NGO.

2. Case of the complainant in the FIR in question is that SWO is a NGO working for the welfare of defence personnel/ their dependents. The NGO was interested in purchasing land at Mettara Hali, village Hoskote Taluk, Bangalore for development and accommodation of defence personnel. A MOU dated 30th April, 2010 was executed between the complainant NGO and Sanjay Narain, Director of M/s. Vakartund Infrastructure Pvt. Ltd. (in short M/s. Vakartund) and as per the terms of the MOU the accused company was to complete the project within 14 months after receipt of requisite money in six different instalments. M/s. Vakartund on similar terms entered into a MOU dated 27th December, 2009 with M/s HKD International Company who in turn entered into an agreement dated 27th December, 2009 with K.S. Suresh for procurement of land. In terms of the MOU complainant transferred an amount of ₹4.50 crores to M/s. HKD International Company. When the members of the complainant visited Bangalore, they did not find any progress in the project and hence the accused persons were summoned to Delhi where they assured immediate progress and showed them different lands. They stated that the work would be completed as per the terms and conditions of MOU. However after a further lapse of 5-6 months, no development took place. Again accused were called at Delhi when they again assured that the project would be handed-over within one month. Despite repeated assurances and payment of ₹4.50 crores neither the project was handed-over nor the money returned with interest.

3. As per the investigation carried out Sanjay Narain, the Director of

M/s. Vakartund had some land at village Mettara halli, Hoskote Taluk, NH-207, Distt. Bangalore which he assured that he would develop into a residential colony after obtaining requisite sanction. The complainant agreed to purchase 25 acres of wholly developed and plotted land from Sanjay Narain @ ₹ 421/- per sq.ft. totalling to ₹18 crores. The payment schedule was adhered to by the complainant and further agreements were entered into by Sanjay Narain.

4. Petitioner Hetal Bulsaria is the sole proprietor of M/s. HKD International Company and Mahesh Bulsaria was looking after the work of M/s. HKD International Company Ltd. Mahesh Bulsaria had executed MOU dated 27th December, 2009 with K.S. Suresh for purchase of land and had received the money. Further undertaking dated 30th August, 2012 duly signed by Mahesh Bulsaria was also recovered during the course of investigation. Despite the fact that the complainant was assured that in case of failure to hand-over the project in time money would be returned with an additional interest of 18% for extra days, money was also not returned.

5. Case of Hetal Bulsaria and Mahesh Bulsaria is that since balance payment was not made by the complainant, project could not be completed. This contention ignores the fact that despite part-payment having been received the project was not even started whereafter alone the petitioners would have been entitled to seek further money from the complainant. The petitioners were required to seek approval of change of land use from the competent authority and they did not even obtain the same, hence the plea that they would have handed-over the project if rest of the payment was made deserves to be rejected.

6. Considering the nature of allegations, this Court finds no ground for

grant of anticipatory bail to the petitioners.

7. Petitions are dismissed.

MUKTA GUPTA, J.

JANUARY 11, 2019
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