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

+ BAIL APPLN. 145/2020

NAKUL AHLUWALIA

..... Petitioner

Through: Mr. Manav Gupta, Mr. Sahil Garg,
Mr. Devang Kumar and Ms. Apoorva Singh,
Advocates

versus

STATE

..... Respondent

Through: Dr. M.P. Singh, APP for State with
SI Parvesh Lamba, P.S. South Campus
Mr. Amit Sharma, Mr. Shubham Karnwal and
Mr. Vikram Singh Jhakar, Advocates for
complainant

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER

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14.02.2020

1. The present application has been filed seeking bail in FIR No.140 of 2019 registered under Section 420/34 IPC at P.S. South Campus, Delhi.
2. Learned counsel for the petitioner submits that the petitioner has been falsely implicated in the present case. He submits that the signatures of the petitioner appearing on the Collaboration Agreement are forged. He further submits that there are no allegations against the petitioner and that the father of the petitioner is already in custody. He has referred to the decision of High Court of Madhya Pradesh in Mahesh Vs. The State of Madhya Pradesh in **M.Cr.C. No.7365 of 2016** decided on 05.08.2016, High Court of Punjab in Manjit Singh Vs. State of Punjab in **CRM No. M-32121 of 2014** decided on 06.10.2014 and in Samrat Singh Nirula & Ors. Vs. State of NCT of Delhi in **BAIL APPLN. 146/2015** decided on 12.05.2015 passed by a Coordinate Bench of this Court.

3. Per contra, learned APP for the State, duly assisted by learned counsel for the complainant, submits that the present Collaboration Agreement was executed on 09.12.2019 and the same was signed by the father as well as by the son i.e., the present petitioner. Learned APP for the State has further pointed out that the signatures of the petitioner as well as his father are made by the same pen.

4. Learned APP for the State submitted that the aforesaid Collaboration Agreement was challenged by the father of the petitioner in Civil Suit bearing C.S. SCJ No.1551/2019 wherein he has sought declaration, permanent and mandatory injunction along with damages against the complainant. In para 9 of the above-mentioned Suit, the execution of the Collaboration Agreement was admitted and it was stated that only the page containing the payment of amount was inserted later on. In the whole Suit, neither the presence of the petitioner nor his signature on the last page of the Collaboration Agreement was disputed.

5. Learned counsel for the petitioner submits that a criminal complaint has also been filed along with the aforesaid Suit. It is further submitted that both the aforesaid Suit and the criminal complaint were filed after a period of 10 days despite the fact that the father came to know of the insertion of the page on the very same day.

6. It is further stated that the petitioner's father, despite pendency of the proceedings in the Civil Suit as well as the connected RFA, entered into separate agreements with respect to the same property with Sh. Hemender Sharma and Sh. Shailendra Singh.

7. A status report has been handed over, which is taken on record. It has been stated that in fact the original conveyance deed in favour of the petitioner's father itself has been found to be forged and Sections 467/468/471 IPC have been added in the present case.

8. A perusal of the FIR would show that the complainant was introduced to the petitioner and his father in the last week of November 2019, where both of them induced him to construct the property bearing No.D-25, Anand Niketan, New Delhi for a sum of Rs. 4.75 Crore. The complainant continued to meet the petitioner as well as his father and the amount of Rs.50 lakhs was handed over when both the petitioner as well as his father were present. At the time of execution of the Collaboration Agreement on 09.12.2019, which was witnessed by the present petitioner, a payment of Rs.1,90,00,000/- was made. The Collaboration Agreement was also witnessed by one Sh. J.P. Saini whose statement under Section 161 Cr.P.C. has been recorded wherein he has supported the complaint. Further, statement of one Sandeep Sharma, who was present at the time of execution of the Collaboration Agreement, has also been recoded under Section 161.

9. Looking into the totality of the facts and circumstances of the case, I find no merit in the present application. The same is dismissed.

MANOJ KUMAR OHRI, J

FEBRUARY 14, 2020

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