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

% **Date of Decision: 19.02.2020**

+ **BAIL APPLN. 947/2019**

HARISH JASUJA

..... Petitioner

Through: Mr. Harshit Jain, F K Jha,
Sarwesh & Drishti Malhotra,
Advocates.

versus

GOVT OF NCT OF DELHI & ANR.

..... Respondent

Through: Mr Raghvindra Varma, APP
for State alongwith SI Dev
Raj, PS Adarsh Nagar.

CORAM:

HON'BLE MR. JUSTICE BRIJESH SETHI

J U D G M E N T

BRIJESH SETHI, J (ORAL)

1. Vide this order, I shall dispose of an anticipatory bail application filed on behalf of the petitioner Harish Jasuja under section 438 Cr.P.C. in FIR No. 95/2019 u/s. 448/380/120-B/34 IPC PS Adarsh Nagar.

2. Ld. Counsel for the petitioner has prayed for anticipatory bail on the ground that petitioner is innocent and has been falsely implicated in the present FIR. It is submitted that the present FIR has been registered on 31.03.2019 at P.S. Adarsh Nagar, Delhi in

respect of part of tenanted premises of Property bearing No.A-5, Sarai Pipal Thala Extn., Delhi-110033.

3. It is submitted that Sh. Rajesh Rana and Sh. Naresh Rana were the owners of property in question. They had entered into an Agreement to Sell and Purchase/Bayana of the aforesaid property with the petitioner and his brother Sh. Sanjay Jasuja on 21.12.2018 for an amount of Rs.1,38,00,000/- (Rs. One Crore Thirty Eight Lacs Only). A Firm namely Mittal Cuisines was occupying the part of aforesaid property. Directors of the aforesaid Firm were involved in electricity theft and were required to deposit a sum of Rs. 15 lacs for electricity consumption.

4. It is submitted that the said property was sold to wife of the petitioner Smt. Nirmal Jasuja and Smt. Bharti Jasuja by Rajesh Rana and Naresh Rana. Further wife of the petitioner Smt. Nirmal Jasuja and Smt. Bharti Jasuja had also locked the premises.

5. On 25.03.2019, one of the tenant Sh. Mohit Singhal made a complaint to the police in regard to the tenanted premises. The wife of the applicant had moved a Criminal Writ Petition having W.P. (Crl.) No.980/2019 before the High Court of Delhi on 01.04.2019 for redressal of her grievance i.e. unauthorized seizure of property by SHO, P.S. Adarsh Nagar, Delhi and his accomplices. She had also made complaint to Women Commission and Commissioner of Police. Despite that, the applicant was arrested on 03.04.2019 without following the guidelines of Supreme Court given in Arnesh Kumar's Case. The High Court has observed in its order dated 04.04.2019 about the conduct of the police officials of RS. Adarsh

Nagar, Delhi and has directed the Police Commissioner to file the status report.

6. It is submitted that custodial interrogation of the petitioner is not required. The petitioner is ready to join the investigation as and when required and it is, therefore, prayed that he be released on bail in the event of his arrest.

7. The application is opposed by the Ld. APP for the State on the ground that the allegations against the petitioner are serious in nature. The custodial interrogation of the petitioner is required. Recovery of articles is yet to be effected from the accused persons. The petitioner was earlier absconding and avoiding his arrest and not cooperating with the police. Ld. APP has, therefore prayed for dismissal of the bail application.

8. I have considered the rival submissions. Perusal of the record reveals that complainant Mohit Singhal and his partner Sarthak Mittal had entered into a rent agreement deed for 5 years for a monthly rent of Rs.15,000/- per month with landlord Sh. Rajesh Rana S/o. Late Sh. Randhir Singh Rana R/o 72D, Majlis Park, Adarsh Nagar, Delhi in respect of first floor of property No. A-5, First Floor, near ICICI Bank, Adarsh Nagar, Delhi and started their business. On 17.05.17, another rent agreement in respect of open space of roof of second floor of property No. A-S, near ICICI Bank, Adarsh Nagar, Delhi was executed between Naresh Rana (co-owner of property) and complainant. In this space, complainant opened a restaurant in the name & style of Shahi Kitchen Food Parlour. Complainant Mohit Singhal also got installed two electric meters in

his name. On 09.12.18, a fire broke out in the electricity meters but the same was extinguished. On 21.03.19, complainant received a legal notice from counsel of Sh. Naresh Rana seeking possession of the property and demand of rent. Record further reveals that on 25.03.19 complainant came to know that some unknown persons were removing their Sign Boards from the property in question. He reached at the spot and found that some persons were removing their Sign Boards from the property. On questioning they replied that Sanjay Bansal & Tarun Gupta had directed them to remove these boards. Thereafter, he made a PCR call. He checked his rented premises and found that the locks of room at first floor and second floor were changed and one room at second floor was bolted from outside, which was not locked. He had also checked his room and found that his one Computer, Printer, 5 Gas Cylinder, Grinder Machine, 2 Coolers, 1 Tandoor, 5 Tables, 6 Chairs, Idols of Ram & Krishan, Kitchen Setup, Kitchen Crockery, Dining Table, Dining Crockery, 32 Inch LED TV, CCTV Cameras, documents & bills etc. were missing.

9. During enquiry it was revealed that Agreement to Sell & Purchase/Bayana was executed between the landlord i.e. Rajesh Rana and his brother Naresh Rana with purchasers Harish Jasuja (petitioner) and his brother Sanjay Jasuja on 21.12.18 and thereafter landlord Rajesh Rana & Naresh Rana had executed Sale Deed in favour of Smt. Nirmal Jasuja W/o Harish Jasuja (petitioner) & Smt. Bharti Jasuja W/o Sanjay Jasuja (brother of petitionr) on 31.03.19. On 31.03.19, the above said case was registered and on 03.04.19,

accused persons namely Rajesh Rana, Naresh Rana, Sanjay Jasuja, Sanjay Bansal and Tarun Kumar Gupta were arrested in the case and efforts were made to recover the case property but the accused persons did not cooperate and case property could not be recovered.

10. Perusal of record reveals that recovery of stolen articles is yet to be effected, locks of the tenanted premises were changed, certain goods of the complainant like Computer, Printer, 5 Gas Cylinder, Grinder Machine, 2 Coolers, 1 Tandoor, 5 Tables, 6 Chairs, Idol of Ram & Krishan, Kitchen Setup, Kitchen Crockery, Dining Table, Dining Crockery, 32 Inch LED TV, CCTV Cameras, documents & bills etc. are missing. Though earlier interim protection was granted to the petitioner, however, the case property could not be recovered as the petitioner did not co-operate during investigation. In view of above facts appearing on record and nature of offence and the fact that custodial interrogation of the petitioner is required for recovery of articles, no grounds for anticipatory bail are made out. The anticipatory bail application is, therefore, dismissed.

BRIJESH SETHI, J

FEBRUARY 19, 2020

Amit