

(common order)

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

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Reserved on: 27th July, 2021

Decided on: 3rd August, 2021

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BAIL APPLN. 1575/2021

SUMEHAK BANSAL

..... Petitioner

Represented by: Mr. Ramesh Gupta, Senior Advocate
with Mr. Harmeet Singh Gulati, &
Mr. Gaurav Dalal, Advocates.

versus

STATE (GOVT. OF NCT OF DELHI)

..... Respondent

Represented by: Mr. Ravi Nayak, APP for the State
with SI Anand Pratap PS Laxmi
Nagar.

Mr. Ajay Burman, Senior Advocate
with Ms. Sadhvi Gaur, & Mr. Sachin
Bajpai, Advocates for the
Complainant.

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BAIL APPLN. 2355/2021

SUMAN BANSAL

..... Petitioner

Represented by: Mr. Ramesh Gupta, Senior Advocate
with Mr. Harmeet Singh Gulati, &
Mr. Gaurav Dalal, Advocates.

versus

STATE (NCT OF DELHI)

..... Respondent

Represented by: Mr. Ravi Nayak, APP for the State
with SI Anand Pratap PS Laxmi
Nagar.

Mr. Ajay Burman, Senior Advocate
with Ms. Sadhvi Gaur, & Mr. Sachin
Bajpai, Advocates for the
Complainant.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

1. In these petitions, the petitioner Sumehak Bansal seeks regular bail and petitioner Suman Bansal, his mother seeks anticipatory bail in case FIR No.505/2020 under Sections 420/406/467/468/471/506/120B IPC registered at Police Station Laxmi Nagar.

2. Learned Senior counsel for the petitioner contends that the petitioner Sumehak Bansal, who is the son of Subhash Bansal has no role to play in the entire dispute and is also not a Director of the Company M/s. GBM Projects Pvt. Ltd. His name has been dragged in the FIR in question only on the ground that one of the flats purportedly sold to the complainant was sold by the petitioner Sumehak Bansal as Power of Attorney to a third party, and there is no other allegation whatsoever against the petitioner. To add to the gravity of offence, one more FIR has been registered against the petitioner Sumehak Bansal at Police Station Laxmi Nagar being FIR No.32/2021 under Sections 388/389/506/120B IPC. Further, in FIR No.469/2020 registered at Police Station Zakirpur, Punjab a cancellation report has already been filed. Rest of the allegations in the FIR relate to Subhash Bansal, father of the petitioner Sumehak Bansal, who is in custody. The present petitioner Sumehak Bansal is in custody since 3rd December, 2020, charge sheet has been filed and no further investigation is required to be carried out from the petitioner.

3. In respect of petitioner Suman Bansal, mother of Sumehak Bansal, learned counsel for the petitioner contends that the only role attributed to her is that the petitioner Suman Bansal was a joint owner of property on the 5th floor of the project and the amount received was deposited in the joint

account held by the petitioner with her husband Subhash Bansal, however, during the course of investigation it has been revealed that the petitioner Suman Bansal has neither signed any document and the money which was received in the joint account of Suman Bansal and her husband Subhash Bansal was transferred to the personal account of Subhash Bansal. The petitioner Suman Bansal is not even a graduate and thus not involved in the business of her husband.

4. Mr. Ajay Burman, learned senior counsel for the complainant opposing the bail applications of both Sumehak Bansal and Suman Bansal states that the name of Sumehak Bansal is specifically mentioned in the FIR in question. He also misrepresented along with his father Subhash Bansal. The petitioner along with his father sold the flats to the complainants which were further sold to various parties and thereby cheated both the complainants. In regard to Suman Bansal it is stated that she was the joint signatory to the Sale Deed and hence it cannot be said that she has no role to play.

5. Mr. Ravi Nayak, learned Additional Public Prosecutor for the State has taken this Court to the status report filed and contends that the allegations against the petitioner Sumehak Bansal relate to initial inducement as also re-selling of flat No.109 as the Power of Attorney holder. Further, Suman Bansal was the joint owner with her husband and having participated in the sale and the sale proceeds having been deposited in the joint account with her husband, it cannot be said that she has no role to play.

6. The above noted FIR was registered on the complaint of Gurdeep

Singh Chawla and Hemant Gupta both residents of Laxmi Nagar wherein they alleged that in the year 2018 Subhash Bansal along with his son Sumehak Bansal came to the office of the complainants at Laxmi Nagar in December, 2018 a meeting in respect of investment in their project at Golden Square, Lohgarh, MC, Zirakpur, Mohali, Punjab and assured that their company M/s. GBM Projects Pvt. Ltd. was doing good business and the complainants should invest the money in the same. Thereafter the complainants executed two agreements for investment with Subhash Bansal and Suman Bansal. Subhash Bansal represented that in the project his son and wife were also partners and thus on 21st December, 2018 the two Agreements to Sell were signed and the complainants decided to buy the properties vide two registered Agreements to Sell dated 21st December, 2018. It is stated that the complainants paid amount to Subhash Bansal through online transfer but on one pretext or the other, Sale Deeds of the properties were not executed. On being suspicious the complainants made enquiries and came to know that the alleged persons were not the owner of the office spaces bearing Nos.101,102 and 103 and the same had been already sold to one Sunita Bansal on 22nd May, 2017. It was also revealed that the said properties were again sold to Narender Bhalla and Maninder Khillan on 29th August, 2019, whereas office space bearing No.507 was sold on 20th March, 2020 to someone else. The property bearing No.109 was sold in favour of one Shama Goyal on 10th May, 2019 by Sumehak Bansal acting as General Power of Attorney of Subhash Bansal.

7. During the course of investigation copies of the registered Sale Deed and Agreement to Sell dated 21st December, 2018 were verified and it was

revealed that two registered Agreement to Sell were executed between the complainants and Subhash Bansal and his wife Suman Bansal and as per the first Agreements to Sell office spaces bearing Nos.101,102,103, 109, 209 and 417 were sold for full and final payment of ₹2,88,20,000/- whereas vide another Agreement to Sell office spaces bearing No.507, 515, 516, 517, and 518 were sold against the full and final payment of ₹40,00,000/-. The dispute relates to office space No.101,102,103,109 and 507, as regards the remaining five office spaces there is no dispute.

8. As noted above, petitioner Sumehak Bansal is not a Director in the company M/s. GBM Projects Pvt. Ltd. and has not entered into agreement nor has money transferred to his account, except sale of one of the office spaces as a power of attorney holders. His role is of accompanying his father Subhash Bansal at the time when the complainants were lured to invest in the project, and secondly, he sold office space No.109 as the General Power of Attorney holder. Sumehak Bansal is in custody since 3rd December, 2020, investigation qua him has been carried out and the trial is likely to take some time, this Court deems it fit to grant regular bail to the petitioner Sumehak Bansal.

9. As regards petitioner Suman Bansal, she is not a Director in the company M/s. GBM Projects Pvt. Ltd., however, she owned the 5th floor of the said project along with her husband Subhash Bansal. The money as deposited in the joint account of Subhash Bansal and Suman Bansal and was immediately transferred to the personal account of Subhash Bansal. She has joined the investigation and no recovery of any kind is required to be made from her. Consequently, this Court deems it fit to grant anticipatory

bail to Suman Bansal.

10. It is, therefore, directed that petitioner Sumehak Bansal be released on bail on his furnishing personal bond in the sum of ₹1,00,000/- with two Surety Bonds of the like amount, subject to the satisfaction of the learned Trial Court/ Duty Magistrate, further subject to the condition that the petitioner Sumehak Bansal will not leave the country without the prior permission of the Court concerned, and in case of change of his mobile number and/ or the residential address, the same will be intimated to the Court concerned by way of an affidavit.

11. In the event of arrest, petitioner Suman Bansal is directed to be released on her furnishing a personal bond in the sum of ₹1,00,000/- with two Surety Bonds of the like amount, subject to the satisfaction of the Arresting Officer/ SHO concerned, further subject to the condition that the petitioner Suman Bansal will not leave the country without the prior permission of the Court concerned, and in case of change of her mobile number and/ or the residential address, the same will be intimated to the Court concerned by way of an affidavit.

12. Both the petitions are disposed of.

13. Order be uploaded on the website of this Court.

(MUKTA GUPTA)
JUDGE

AUGUST 03, 2021

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