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IN THE HIGH COURT OF DELHI AT NEW DELHI

EUTB/CRIM/100/2022/HC/DELHI



BAIL APPLN. 1883/2018

Reserved on : 31.01.2022

Date of Decision : 22.02.2022

IN THE MATTER OF:

AMIT GOYAL

..... Petitioner

Through: Mr. Rakesh Chahar and Mr. Naveen
Chauhan, Advocates.

versus

STATE

..... Respondent

Through: Mr. Amit Chadha, APP for State
with Insp. Govind Singh, P.S.
Uttam Nagar.
Mr. Nikhil Malhotra, Advocate
for Complainant.

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

(VIA VIDEO CONFERENCING)

JUDGMENT

MANOJ KUMAR OHRI, J.

1. The present bail application has been filed under Section 439 read with Section 482 Cr.P.C. on behalf of the applicant seeking regular bail in FIR No. 229/2013 registered under Sections 420/467/468/471/34 IPC at P.S. Uttam Nagar, Delhi.

2. Learned counsel for the applicant submitted that during the pendency of the regular bail proceedings before the Court below, a settlement was arrived at with the complainant, wherefore a sum of



Rs.23 lacs was paid to him by the applicant. He also submitted that the applicant has already joined the investigation.

3. Learned APP for the State, on the other hand, duly assisted by learned counsel for the complainant, vehemently opposed the bail application. It was submitted that the applicant, along with his brother, i.e. accused/*Deepak Goel*, is part of a gang which indulged in preparation of forged documents with the sole intention to cheat people. It was contended that the accused had arrived at a Settlement with the complainant, pursuant to which the applicant paid Rs.23 lacs to him. However, subsequently during the investigation, his detailed role surfaced and it was found that the complainant was cheated to the tune of Rs.30 Crores.

4. Learned APP also submitted that it has been alleged in the complaint that during the sale transaction pertaining to property bearing *House No. 32/103, Sector-3, Rohini, Delhi*, accused/*Deepak Goel* had made the complainant speak to a person who identified himself as *Amit Goel* and assured him regarding the ownership of the property by *Deepak Goyal*. The applicant further told the complainant that by virtue of a partnership deed, the property had been divided between the brothers and while the 1st and 2nd floors had come to the share of the applicant, the ground and 3rd floors with roof right were with *Deepak Goel*. The applicant had also claimed to be in possession of the original partnership deed and assured that the title of the property sought to be sold by accused/*Deepak Goyal* was clear.

It was also submitted that the present applicant was a co-applicant with *Deepak Goel* in availing loan from State Bank of Bikaner & Jaipur, New Rohtak Road and at that time, i.e., prior to the sale transaction with the complainant, the property documents along with the partition deed



with respect to the aforesaid property were not engaged. Further, the amount to the tune of Rs.23 lacs was stated to have come into the personal account of the applicant. It was also urged that though the applicant has joined investigation, he has not cooperated in the same, inasmuch as the aforesaid partnership deeds used by the applicant are yet to be seized.

5. Learned counsel for the complainant additionally submitted that in order for the Court to entertain the present bail application, the applicant ought to have surrendered first. In this regard, learned counsel referred to the decision of the Supreme Court in Sandeep Kumar Bafna v. State of Maharashtra and Another reported as **(2014) 16 SCC 623**.

6. I have heard learned counsels for the parties and perused the entire material placed on record.

7. The present FIR was registered on 07.05.2013 on the basis of a complaint filed by one *Baldev Sapra* at P.S. Uttam Nagar, Delhi against the applicant's brother/*Deepak Goyal* and others, including the applicant. Insofar as the present applicant is concerned, it was alleged that accused/*Deepak Goyal* had made the complainant speak with him over phone, and the applicant had stated that the property bearing *House No. 32/103, Sector-3, Rohini, Delhi* was divided between the two brothers, i.e. accused/*Deepak Goyal* and the applicant, vide a partnership deed as a result whereof the ground and 3rd floors with roof right of the said property had come to the share of accused/*Deepak Goyal*. Reportedly, the applicant had also stated that the property documents were genuine ('*kaagaz bilkul theek hain*').

8. From a perusal of the material placed on record, it is borne out that the allegations against the present applicant are only with respect to the transaction relating to the ground and 3rd floors (with roof right) of



property bearing *House No. 32/103, Sector 3, Rohini, Delhi-110085* and, admittedly, the said property belonged to accused/*Deepak Goyal* and not the applicant. Further, the amount of Rs.23 lacs, alleged to have come into the account of the applicant in pursuance of the conspiracy to defraud the complainant, has been paid back to the complainant. During the pendency of the bail proceedings before the learned Metropolitan Magistrate, the applicant was also produced before the Court. In pursuance of the settlement, on 15.07.2018, a statement of the complainant was recorded before the Court to the effect that he had settled the dispute with the applicant for Rs.23 lacs, which had been paid to him, and accordingly, he would assist in the quashing petition and grant of regular bail to the applicant.

9. The Settlement Deed was taken on record by the concerned Court and after recording the statement of the complainant, acknowledging the receipt of the amount of Rs.23 lacs and giving no-objection to the grant of interim bail, the applicant was directed to be released on interim bail vide order dated 15.07.2018. Subsequently, on 26.07.2018, while taking note of the magnitude of the offence, inasmuch as the complainant was cheated to the tune of Rs.30 crores, and the role assigned to the applicant, his regular bail application was dismissed. However, ten days' time, albeit erroneously, was given to the applicant to avail legal remedies. Vide order dated 03.08.2018 passed in BAIL APPLN. 1780/2018, the interim protection granted to the applicant was extended by this Court till 10.08.2018. On 07.08.2018, the applicant's second bail application came to be dismissed by the Sessions Court.

10. By way of the order dated 09.08.2018 passed in the present case, this Court, while keeping in view the fact that the complainant had accepted Rs.23 lacs and given his no-objection before the learned



Metropolitan Magistrate for quashing ~~of the FIR~~ ~~on the applicant~~, had extended the interim protection available to the applicant. The said concession is continuing till date.

The charge sheet in the case has already been filed and following the grant of interim protection to him, the applicant is stated to have joined the investigation. In the investigation, it has surfaced that the complainant has been cheated to the tune of Rs. 30 Crores, however on a *prima facie* view, those allegations pertain primarily to co-accused/*Deepak Goyal* in connection with several other properties.

11. Keeping in view the aforesaid, the interim protection granted to the applicant vide order dated 09.08.2018 is made absolute and it is directed that the applicant be released on regular bail, subject to his furnishing a personal bond in the sum of Rs.1,00,000/- with one surety of the like amount to the satisfaction of the concerned Jail Superintendent/Duty M.M./concerned Court and subject to the following further conditions:-

- (i) The applicant shall continue to join the investigation as and when he is directed to do so.
- (ii) The applicant shall furnish his mobile number at the time of furnishing of personal bond, which shall be kept operational at all times during the pendency of the trial.
- (iii) The applicant shall not leave the NCT of Delhi without prior permission of the concerned Court.
- (iv) In case of change of residential address or contact details, the applicant shall promptly inform the same to the Investigating Officer as well as to the concerned Court.
- (v) The applicant shall regularly appear before the Trial Court during the pendency of the trial.



12. The bail application is disposed of in the above order. UPLA/2019/000678
13. A copy of this order be communicated electronically to the concerned Jail Superintendent for information and necessary compliance.
14. Copy of the order be also uploaded on the website forthwith.
15. Needless to state, nothing stated hereinabove shall amount to an expression on the merits of the case and shall not have a bearing on the trial of the case.

(MANOJ KUMAR OHRI)
JUDGE

FEBRUARY 22, 2022

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Click here to check corrigendum, if any