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

+ **BAIL APPLN. 740/2024 & CRL.M.A. 6609/2024**

AMARDEEP SINGH MOND

..... Petitioner

Through: Mr Muhamad Ali Khan, Mr Omar Hoda, Ms Eesha Bakshi, Mr Uday Bhatia, Mr Arjun Sharma and Mr Kamran Khan, Advocates.

versus

**THE STATE (GOVT. OF NCT OF DELHI)
& ANR.**

..... Respondents

Through: Mr Ritesh Kumar Bahri, APP for the State with SI Dharmendra Sharma, PS Rajinder Nagar.

**CORAM:
HON'BLE MR. JUSTICE VIKAS MAHAJAN**

**ORDER
21.03.2024**

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1. The present petition has been filed under Section 438 CrPC seeking anticipatory bail in connection with FIR No.0392/2023 under Sections 420/120B/384/34 IPC registered at PS Rajinder Nagar.
2. The case of the prosecution is that one Amardeep Singh Mond (petitioner herein) along with his wife Ms Geetika Dahiya, has cheated the respondent by promising to sell 50% of the share in the property bearing house no.276, Sector 33A, Chandigarh.
3. Learned counsel for the petitioner submits that co-accused Geetika Dahiya has already been granted anticipatory bail by this Court *vide* order dated 15.01.2024, a copy of which has been annexed as Annexure A/14 to



the present petition. He further invites the attention of the Court to the Tripartite Agreement dated 21.02.20224 arrived at before the Mediation and Conciliation Centre, Punjab and Haryana High Court, Chandigarh between Geetika Dahiya, Amardeep Singh Mond and the respondent no.2 (Rajiv Gambhir), to contend that the parties have agreed not to oppose each other's anticipatory bail application in the present FIR, which is against the present petitioner and his wife Geetika Dahiya and in the FIR No.18/2023, registered at PS Panchkula against the complainant herein and co-accused Geetika Dahiya, at the instance of the petitioner.

4. It is also a term of the settlement that the complainant had agreed to forgo his right to purchase 50% share in the house no. 276, Sector 33A, Chandigarh and has reserved his right to recover the amount so paid towards the consideration under the Agreement to Sell dated 15.03.2023.

5. A status report has been handed over in the Court today by the learned APP for the State. The same is taken on record.

6. A perusal of the status report shows that the factum of Tripartite Agreement between the accused persons, as well as, the complainant has been affirmed. But, however, it is pointed out that the petitioner has not paid any amount as per the agreement executed before the Mediation.

7. A perusal of the Tripartite Agreement shows that the complainant has forgone his right to purchase 50% share in the property reserving his right to recover the amount paid by him. The agreement nowhere records that the petitioner has to repay the said amount within any stipulated period of time. In terms of the agreement, the remedy to recover the amount is available to the complainant.

8. Considering the aforesaid circumstances, it is directed that in the



event of petitioner's arrest, he be released on bail subject to his furnishing Personal Bond in the sum of Rs.50,000/- and a Surety Bond of the like amount to the satisfaction of the Investigating Officer /Arresting Officer, further subject to the condition that he will join investigation as and when directed by the IO concerned.

9. The petition stands disposed of.
10. Order *dasti* under signatures of the Court Master.
11. Order be uploaded on the website of this Court.

VIKAS MAHAJAN, J

MARCH 21, 2024
MK