2024:DHC:2254

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

% ***Date of Decision : 19.03.2024***

\+ **BAIL APPLN. 902/2024**

JAI PAL SINGH ..... Petitioner

Through: Mr. Yitendra Sethi and Mr. Hemant Gulati, Advocates.

versus

THE STATE NCT OF DELHI ..... Respondent

Through: Mr. Manoj Pant, APP for the State with Inspector Arun Kumar, P.S. Laxmi Nagar.
Mr. Ajay Kumar Gond and Mr. Shubham, Advocates with complainants in-person.

CORAM:
HON'BLE MS. JUSTICE SWARANA KANTA SHARMA

JUDGMENT

SWARANA KANTA SHARMA, J (*ORAL*)

1. The instant application has been filed under Section 438 of the Code of Criminal Procedure, 1973 (*'Cr.P.C.'*) on behalf of the applicant/accused seeking grant of anticipatory bail in case arising out of FIR bearing No. 49/2023 registered at Police Station, Laxmi Nagar, Delhi for offences punishable under Sections 406/420/34 of Indian Penal Code, 1860 (*'IPC'*).

2. Briefly stated, it is the case of the prosecution that on

23.01.2023 a complaint was lodged by the complainant alleging that in July 2021, the complaint along with her other family members had met one Bhopal Singh, who allegedly was a property dealer having office in Laxmi Nagar Delhi and he had shown complainant a building bearing No. F-206B, Mangal Bazar, Laxmi Nagar, Delhi belonging to the present applicant/accused i.e., Jai Pal Singh and had told the complainant that the said property was for sale. After that, the complainant along with her family members had visited the said building and had found out that the said building would require renovation to which the accused persons had agreed. It is alleged that on 12.07.2021 the complainant had entered into an agreement for the purchase of said building for a sale consideration of Rs 5.40 Crores and Rs 40 lakhs had to be paid in advance, rest of the amount was to be paid while executing the sale agreement which was allegedly to be done on or before 11.10.2021. It is further alleged that the accused persons i.e. Jai Pal Singh and one Bharti Singh i.e., co-accused person would complete one floor of the said building by 30.07.2021, so that complainant's family could shift in the said building at the earliest and for the same the complainant had agreed to pay an amount of Rs 2.10 crores to the accused persons. It is alleged that on 12.07.2021, Rs 40 lakhs had been transferred to the co-accused person and the said agreement had been executed. It is also alleged that the accused persons had further demanded an amount of Rs 20 lakhs in cash for completion of one floor on 14.07.2021. It is further alleged that at the end of July, 2021 when the complainant had gone to visit the said building it came to their notice that no work had started in the said building and the accused persons were allegedly avoiding the complainant. Furthermore, on 30.07.2021 the present accused person i.e., Jai Pal Singh had refused to give possession to the complainant and thereafter, a meeting had been set up with the other co-accused person i.e., Bharti Singh who had further demanded an amount of Rs 40 lakhs through cheque and had told the complainant that the said amount was required to further build the floor of the alleged building at the earliest. It is alleged that the same was also written in the agreement which was executed earlier. It is alleged that the complainant had made stop payment of the said two cheques since the cheques had been drawn without completion of work. It is also alleged that the broker i.e., Bhopal Singh/co-accused person had demanded an amount of Rs 15 lakhs from the complainant as his brokerage. However, on repeated reminders Rs 15 lakhs had been paid to Bhopal Singh/co-accused person and after that a meeting was with the present applicant/accused to complete the renovation work as soon as possible and for that the present applicant/accused had again demanded Rs. 20 lakhs which had been paid to him in cash on 04.08.2021 and rest of the payments were only be made once the renovation work in the said building was complete. It is further alleged that renovation work was not completed by the accused persons till 11.10.2021 i.e., the date of execution of the sale agreement as agreed between both the parties. It is also alleged that on 13.10.2021 the complainant had paid an amount of Rs 40 lakhs to the accused persons out of which Rs 20 lakhs had been paid in cash and the remaining amount of Rs 20 lakhs had been paid in cash for completion of work in the said building. It is further alleged that when the complainant had applied for loan it had been revealed that the said building was booked in MCD, in the demolition list and no loan could be given for the said building. It is further alleged that when the said fact had been confronted with the accused persons they had told the complainant that they would return their money as they would be selling the said building to somebody else. It is also alleged that on 26.02.2022, the complainant had received a notice from the present applicant/accused and Bharti Singh, other co-accused person that since the complainants had only paid 60 lakhs to the accused persons the agreement between both the parties is null and void. Thereafter, the present FIR had been registered.

3. Learned counsel appearing on behalf of the applicant/accused argues that the present applicant has been falsely implicated in this case, and that the instant dispute is purely civil in nature which has been given colour of criminal nature. It is submitted that the complainant has conceived the fact that the present applicant/accused had entered into a settlement with the son of the complainant i.e., Deepak Sharma, wherein it had been categorically disclosed that the present applicant/accused had taken loan on the said property in

dispute from M/s Fullerton Credits Co. India Pvt. Ltd for an amount of Rs 1.80 crores apart from other terms and conditions. It is further submitted that as regard to allegations of the property in disputed that the same has been booked by MCD is absolutely incorrect as the complainant's son had himself made a complaint against the said property to the MCD which was on account of sheer vengeance. However, the present applicant/accused has filed a case before the Appellate Tribunal, MCD which is pending adjudication. It is also submitted that the said property was also agreed to be sold to one Shri Rahul Gupta because the applicant had to repay the loan taken by him after mortgaging the aforesaid property, however, the said property could not be sold to Shri Gupta and the present applicant/accused had returned money received from him.

4. On the other hand, learned APP for the State opposes the present anticipatory bail application and states that the allegations levelled in the FIR are serious in nature and there are specific allegations against the present applicant/accused. It is further submitted that the applicant had not joined investigation at the later stages despite notice being served to him. It is further stated that NBW's have been issued against the present applicant/accused by the learned Trial Court It is further submitted that there are six other criminal cases pending against the present applicant and thus, the anticipatory bail of the present applicant/accused be dismissed.

5. This Court has heard arguments addressed on behalf of the

applicant as well as on behalf of the State, and has perused the material placed on record.

6. As per prosecution, instant case revolves around July 2021 when the complainant, along with her family members, had engaged with present applicant/accused i.e., Jai Pal Singh on the behest of one Bhopal Singh i.e., co-accused, purportedly a property dealer in Laxmi Nagar, Delhi. Allegedly, Bhopal Singh i.e., co-accused had shown them a property i.e., F-206B at Mangal Bazar, Laxmi Nagar, Delhi, Delhi, indicating that the same was for sale. Subsequently, an agreement was reached for the purchase of the said property at a sum of Rs 5.40 Crores, with an initial payment of Rs 40 lakhs. The present applicant/accused had assured the complainant of completing pending construction work and delivering possession by specific dates, which was not honored. Further, additional cash payments had been demanded to complete work by the present applicant/accused. Thereafter, it is alleged that it had been revealed that the property was listed for demolition by the MCD, rendering any further financial engagements futile. Upon confronting the accused about this discrepancy, assurances were made regarding reimbursement, but instead, a notice was served, claiming the agreement null and void due to purported incomplete payments.Consequently, on 23.01.2023, the complainant had lodged the instant FIR.

7. During the course of investigation it has been revealed that other complainants namely Ms. Meenakshi, Ms. Rajni and Sh. Satish

Kumar had also paid a sum of Rs 10.5 lakhs, Rs 2.5 lakhs and Rs 30 lakhs respectively to the present applicant/accused for purchasing flats from him but despite receiving the amount from them, the present applicant/accused did not sell the flats to them and from the amount received from the said complaints the present applicant/accused had purchased another property in Lucknow, U.P. which has been verified. It is thus stated by the IO that to unravel the entire conspiracy and to trace money trail in the present case, custodial interrogation of the petitioner is required. It is further noted that NBWs have been issued against the present applicant/accused since he has not joined investigation despite being served with notices from the IO.

8. In these circumstances, as well as considering the overall facts and circumstances of the case, this court is not inclined to grant anticipatory bail to the present applicant/accused.

9. Accordingly, the present bail application stands dismissed.

10. It is, however, clarified that nothing expressed herein above shall tantamount to an expression of opinion on merits of the case.

11. The judgment be uploaded on the website forthwith.

SWARANA KANTA SHARMA, J

MARCH 19, 2024/zp