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

+ **BAIL APPLN. 2362/2023**

SURAJ SINGH

..... Petitioner

Through: Mr. Amit Srivastava, Ms. Preeti
Srivastava and Ms. Uzma, Advocates

versus

STATE (GOVT. OF NCT OF DELHI)

..... Respondent

Through: Ms. Richa Dhawan, APP for State
with ASI Suresh Kumar, PS: Rani Bagh.
Mr. Jawahar Chawla, Advocate for Complainant.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

22.04.2024

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1. This application has been preferred on behalf of the applicant Suraj Singh S/o Sh. Tej Singh under Section 439 Cr.P.C. seeking regular bail in case FIR No. 64/2023 dated 24.02.2023 under Sections 420/467/468/471/120B IPC registered at PS: Rani Bagh. Charge sheet has been filed.
2. During the pendency of the proceedings, applicant and his wife Neeresh Kumari and the complainant/State Bank of India, Saraswati Vihar Branch, Saraswati Vihar have entered into an amicable settlement of their disputes before the Delhi High Court Mediation and Conciliation Centre. Settlement Agreement has been executed on 14.12.2023 and is placed on record. It is agreed that the loan amount as on 30.11.2023 works out to Rs.12,59,201/-, against which on 13.12.2023 an amount of Rs.2,50,000/- has been paid, leaving behind balance amount of Rs.10,09,201/- with interest component for the month of December, 2023.



3. It was further agreed between the parties that against the balance amount, applicant and his wife shall continue to pay regular monthly instalment of Rs.25,000/- from 01.01.2024 to 31.12.2024 on every 7th day of English Calendar month and thereafter the entire balance amount shall be deposited on 28.02.2025 or on the date of applicant receiving his retiral benefits along with accrued interest components on the reducing balance at the rate of 13% per annum. It was agreed that applicant's wife shall file all necessary documents of the property situated at Village Nangla Dhir, Nagaria District, Firozabad, U.P. in the name of her husband, along with Redemption Deed and No Objection and No Dues Certificate from his employer Jawaharlal Nehru University (JNU), New Delhi, on or before 24.12.2023 with SBI, to secure the outstanding loan amount and further create equitable mortgage of his property in favour of SBI by depositing original title deeds etc. All other terms of settlement are a part of this Settlement Agreement including undertaking by the parties to remain bound by the terms. It was also agreed that in the commercial suit pending between the aforesaid parties, they will request for adjournment for a reasonable time till the repayment of the entire balance dues by the applicant.

4. In view of the aforesaid settlement, Mr. Jawahar Chawla, learned counsel for the complainant states that he has no objection to the grant of bail to the applicant. Learned APP for the State also has no objection as the disputes have been amicably settled.

5. Having heard counsels for the applicant and the complainant and the learned APP and having perused the terms of settlement, which needless to state shall bind the parties thereto, it is directed that the applicant be released on regular bail subject to his furnishing a personal bond in the sum of



Rs.20,000/- with two sureties of the like amount to the satisfaction of the Trial Court and further subject to the following conditions:-

- i. Applicant shall not leave the country without prior permission of the Trial Court;
 - ii. He shall provide his mobile number to the IO concerned and keep the same active at all times and shall not change the number without prior intimation to the IO and the Trial Court;
 - iii. He shall furnish his permanent residential address to the concerned IO and shall intimate the IO as well as the Trial Court by filing affidavit regarding any change in his residential address;
 - iv. He shall appear before the Trial Court as and when the matter is taken up for hearing; and
 - v. He shall not indulge in any criminal activity or communicate with or contact directly or indirectly the complainant and/or any other prosecution witnesses.
6. Needless to state that any observation in the present order will not tantamount to expression of an opinion on the merits of the case.
7. Bail Application stands disposed of.
8. Copy of the order be sent to the concerned Jail Superintendent for information and necessary compliance.

JYOTI SINGH, J

APRIL 22, 2024/kks/shivam