



2024:DHC:358



IN THE HIGH COURT OF DELHI AT NEW DELHI

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Judgment delivered on: 18.01.2024

+ **BAIL APPLN. 2871/2023**

POONAM BATRA

..... Applicant

versus

THE STATE

..... Respondent

+ **BAIL APPLN. 2873/2023**

PRANJIL BATRA

..... Applicant

versus

THE STATE

..... Respondent

Advocates who appeared in this case:

For the Applicant : Mr. Mohit Bhardwaj and Ms. Rashmi Pandey, Advs.

For the Respondent : Mr. Utkarsh, APP with SI Anil Kumar, PS Pandav Nagar.

**CORAM
HON'BLE MR JUSTICE AMIT MAHAJAN**

JUDGMENT

AMIT MAHAJAN, J

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1. The present applications are filed seeking pre-arrest bail in FIR No. 243/2023 dated 20.05.2023, under Sections 448/380/34 of the Indian Penal Code, 1860 (IPC) at Police Station Pandav Nagar.
2. The FIR was registered on a complaint made by Mr. Aman Gupta alleging that the applicants on 07.05.2023 illegally trespassed into his rented premises, forcefully dispossessed him and illegally retained his moveable property being, gym equipment's personal belongings of his staff & cash in counter etc.
3. It is stated that the complainant had entered into a lease agreement dated 22.02.2019, with M/s Kritunairu Builder and Developers Pvt. Ltd., with respect to the second floor of the property bearing number D-38, Acharya Niketan, Mayur Vihar, phase -1, New Delhi - 110091 (hereafter '**the property**'). Applicant, Pranjil Batra, is stated to be the director of M/s Kritunairu Builder and Developers Pvt. Ltd, and applicant, Poonam Batra is the wife of Pranjil Batra.
4. The complainant had also taken on lease the third floor of the property from Suresh Uppal and Meena Uppal and was running a gym in the name of "Anytime Fitness" on both, second and third floor of the property.
5. Suresh Uppal and Meena Uppal had filed a commercial suit against the complainant for recovery of rent and possession and the said suit was decreed in their favour.
6. An execution petition was filed by Suresh Uppal and Meena Uppal which led to issuance of the warrant of possession and warrant of attachment by the Court. Pursuant to which, on 07.05.2023, Suresh

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Uppal and Meena Uppal took the possession of the third floor of the property along with entire gym equipment.

7. It is alleged that, in the meanwhile, the present applicants, along with their associates also arrived and took possession of the second floor of the property illegally and also retained the Gym equipment, although there was no such order from the Court with respect to the second floor of the property.

8. It is alleged that the complainant had not vacated the second floor but taking advantage of the situation, the applicants, along with their associates, forcefully dispossessed the complainant from the second floor of the property and did not allow the complainant to take his personal belongings as well as the belongings of his staff, and illegally retained the entire gym equipment lying on the second floor of the property, the cost of which is estimated to be more than ₹75,00,000/-

9. The learned Counsel for the applicants submitted that the disputes between the complainant and the applicants had arisen, after the Memorandum of understanding dated 14.12.2020, was executed between them, after the complainant defaulted in paying rent and the cheques given by the complainant with respect to the rent were dishonoured.

10. He submitted that the possession of the second floor of the property was surrendered by the complainant on his inability to pay the rent. The Gym equipment was also left since there were huge arrears of rent. On the intervening night of 07.05.2023, the applicants at around 03:30 am were informed by their neighbour Ms. Meena Uppal that the



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complainant along with his associates entered into the property (second & third floor) and started removing the gym equipment with the help of cranes and loaded the same in 2 trucks.

11. He submitted that on 18.05.2023 the applicants were again informed, that the complainant and his associates had broken the door lock and with the help of some anti-social elements took out the gym machines/rooftop AC/article. The applicants reached the spot and requested the complainant not to do this unlawful act but the complainant and his anti-social elements did not listen anything and started manhandling, misbehaving and physically assaulted the applicants.

12. He submitted that the dispute in regard to possession of the second floor is Civil in nature and the complainant has to pay the rental arrears of Rs.1,40,13,360/- to the applicants. The complainant instead of paying the said amount converted this matter into dispute of criminal nature

13. He submitted that pursuant to the interim protection granted by order dated 28.08.2023, the applicants have already joined the investigation.

14. Lastly, he submitted that the Complainant's equipment/ articles have already been released on *superdari*, pursuant to order dated 23.06.2023 passed by this court in CrI. MC No.4371/2023.

15. The learned Additional Public Prosecutor for the state has opposed the present bail application. He submitted that during the



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course of investigation, the gym equipment were recovered from the second floor of the property.

16. He submitted that the applicants have admitted that, after taking the possession from the complainant on 07.05.2023, they had closed the separate staircase running from second floor to third floor on 08.05.2023 by installing an iron gate.

17. He submitted that on 17.06.2023, the complainant filed another complaint, alleging that the articles – speakers, amplifier, mixer, access control and tail gating system, some gym equipment, three computer systems, etc. (with an estimated value of ₹10,00,000/-) along with ₹40,000/- cash were missing. The same are not recovered till date.

ANALYSIS

18. The allegation in the present FIR is that the applicants have trespassed into the property which was taken on rent by the complainant. It is not disputed that the applicants are the owners of the second floor of the property and that the rent for the same was not paid by the complainant from quite some time. It is also an admitted fact that a decree for possession has already been passed against the complainant in respect of the third floor of the property. The complainant had been running a gym from the second floor and third floor of the property and in such circumstances the defence that the complainant had himself surrendered the lease and possession to the applicant cannot be ruled out.



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19. The equipment lying on the second floor is also released in favour of the complainant by an order dated 23.06.2023 passed by this court in CrI. MC No.4371/2023. This Court, by order dated 28.08.2023, had granted interim protection to the applicants from arrest subject to their joining the investigation. The applicants have since joined the investigation on five occasions. Whether the applicants had forcefully dispossessed and trespassed in the second floor of the property or whether the same was surrendered on account of non payment of rent by the complainant would be subject matter of trial and at this stage any investigation pending in that regard, in my opinion, would not necessitate the custodial interrogation of the applicants.

20. Considering the aforesaid and without commenting further on the merits of the case and considering the fact that the applicants have already joined the investigation, I am of the opinion that the applicants are entitled for grant of bail in the event of their arrest.

21. In view of the above, the present application is allowed and the applicants in the event of their arrest, are directed to be released on bail on furnishing a personal bail bond for a sum of ₹1,00,000/- (Rupees One Lakh Only) each, subject to the satisfaction of the concerned SHO, on the following conditions:

- a The applicants shall join and cooperate with the investigation as and when directed by the Investigating Officer;
- b The applicants shall not tamper with the evidence in any manner;
- c The applicants under no circumstance shall contact the complainant or any of the witnesses;

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- d The applicants shall provide their mobile numbers to the Investigating Officer during the course of the day and keep their mobile phones switched on at all times.
22. In the event of there being any FIR/DD entry/ complaint lodged against the applicant, it would be open to the State to seek redressal by filing an appropriate application for cancellation of bail.
23. It is clarified that the observations made in the present order are for the purpose of deciding the present bail application, and should not influence the outcome of the Trial. The said observations should not be taken as an expression of opinion on the merits of the case.
24. The present applications are allowed in the aforementioned terms.

AMIT MAHAJAN, J

JANUARY 18, 2024
“SK”

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