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

\+ BAIL APPLN. 2933/2023

BHARAT SHARMA .....Petitioner

Through: Mr. Neeraj Dahiya, Advocate.

versus

STATE OF NCT DELHI & ANR. .....Respondents

Through: Ms. Kiran Bairwa, APP with Inspector Pankaj, PS: Timarpur (now) and SI Rahul, PS: Seemapuri.
Mr. Amit Kumar, Mr. B. L. Sahampati, Mr. Nikhil Kumar, Mr. Chander Pal Sharma, Mr. Chaitanya Prasad Sharma, Ms. Aasmina and Ms. Khushboo Sharma, Advocates for R-2.

CORAM:
HON'BLE MR. JUSTICE ANOOP KUMAR MENDIRATTA

O R D E R

% 15.07.2024

1. An application under Section 438 of the Code of Criminal Procedure, 1973 ('Cr.P.C.') has been preferred on behalf of the petitioner for grant of anticipatory bail in FIR No. 0307/2023, under Section 406 IPC, registered at PS: Seemapuri.

2. In brief, as per the case of prosecution, FIR was registered on complaint of Rakesh Kumar, Director Seven Seas Lights, who stated that they were dealing in Syska LED Light products, as a Super Stockiest in the Delhi Region and used to trade on credit for 21 days. During the course of business, petitioner is stated to have approached the complainant and introduced himself as one of the partners of Guilder Group, and expressed willingness to

trade, as per company's credit policy. Further, petitioner after gaining confidence of the complainant traded for some time and thereafter cheated the complainant's company to the tune of Rs. 1.95 crore.

3. Learned counsel for petitioner submits that petitioner had in the course of trade paid a sum of Rs. 11.50 crore approximately to the complainant company and only Rs. 1.5 crore is due. He further claims that a sum of Rs. 3.26 crore has not been paid by the dealers due to rejected items, which have not been replaced by the company.

4. On the other hand, learned APP for the State along with learned counsel for complainant vehemently oppose the application and submits that petitioner failed to disclose or reveal the name and address of the dealers to whom the said goods were allegedly supplied and in case the goods supplied were defective. Further, no complaint or correspondence in respect of defective goods was ever made by petitioner.

It is urged vehemently that breach of trust was committed in respect of the goods which were obtained taking benefit of credit policy and dishonest intention is implicit on face of record.

5. Learned counsel for petitioner and complainant have informed that the matter could not be resolved in mediation. Apparently, dispute relates to payment of dues against goods obtained on credit. Deeper scrutiny of facts reveals that the goods which were taken on behalf of the petitioner on credit basis, have not even been accounted for, as the name of dealers or any such suppliers, who claimed that the goods were defective has not been disclosed to the investigating agency or shared with the complainant at any point of time. In view of above, dishonest intention appears to be apparent as the goods have not been accounted for despite obtaining the same on credit

policy.

Considering the totality of the facts and circumstances, no grounds for anticipatory bail are made out. Application is accordingly dismissed. Pending applications, if any, also stand disposed of.

ANOOP KUMAR MENDIRATTA, J.

JULY 15, 2024/*R*