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

\+ BAIL APPLN. 2826/2024

VIKAS TANDON

.....Petitioner

Through: Mr. Chinmaya K. Bhatt, Ms. Amrita Pandey and Ms. Sunita Singh, Advocates.

versus

THE STATE NCT OF DELHI AND ANR

.....Respondent

Through: Ms. Richa Dhawan, Ld. APP for the State with Insp. Benkatesh Kumar P.S. Gulabi Bagh.

**CORAM:**
**HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA**

**O R D E R**

% **09.08.2024**

**CRL.M.A. 23734/2024** (*Seeking Exemption*)

1. Allowed, subject to just exceptions.

2. The application is accordingly disposed of.

**BAIL APPLN. 2826/2024**

3. An application for grant of Anticipatory Bail under Section 482 of BNSS, 2023 has been filed on behalf of the petitioner in FIR No.306/2023 registered under Sections 420/406/34 IPC at Police Station Gulabi Bagh.

4. It is submitted in the application that the FIR got registered on 21.12.2023 at the instance of a complaint dated 13.04.2023 filed by respondent No.2/complainant Mr. Kuldeep Sharma. It is claimed that the petitioner has an unblemished record and there is no complaint or case registered against him. He has apprehension of arrest and had accordingly moved first bail Application bearing No.1295/2024 before learned ASJ, which has been dismissed vide Order dated 02.08.2024.

5. It is claimed that the FIR has been registered on false and fabricated complaint which is based on conjectures and surmises. It is evident from the FIR along with the relevant documents, that the FIR was registered with the malicious intent not only to misuse and abuse the process of law, but to harass and cause injury to the petitioner.

6. The disputes between respondent No.2 and one Mr. Suman Kishore Nautiyal stemmed from a Loan Agreement dated 29.09.2022 whereby respondent No.2 advanced a friendly loan to Suman Kishore Nautiyal amounting to Rs.32 lakhs. The respondent No.2 had filed one page complaint dated 13.04.2023 against Suman Kishore Nautiyal vide DD No.29A in which only Suman Kishore has been mentioned. It is evident that entire story of respondent No.2 being lured into getting a Government Tender by Suman Kishore Nautiyal, petitioner and other accused persons, is merely an afterthought and a concoction of his imagination and false information. There is neither any mention of tender or name of the petitioner in the complaint.

7. It is further submitted that respondent No.2 and Suman Kishore Nautiyal settled their dispute qua the Loan Agreement dated 29.09.2022 vide MOU/ settlement-cum-compromise deed dated 24.06.2024, copy of which has been placed on record. Further, Suman Kishore Nautiyal also submitted his attested affidavit dated 14.06.2024 wherein he clearly mentioned that the loan amount of Rs.32 lakhs advanced by him to respondent No.2, was for Kidney transplant operation of his son and that he was solely responsible for the entire loan amount. The petitioner Vikas Tandon is not responsible in any way under the Loan Agreement. It is, therefore, contended that dispute essentially is a civil dispute arising out of a

friendly loan given by respondent No.2 to Suman Kishore Nautiyal.

8. During the course of investigations, the I.O had served the petitioner with a Notice under Section 41A Cr.P.C in compliance to which he had already joined the investigations. It is, therefore, submitted that the petitioner is entitled to bail.

9. Learned Addl. Public prosecutor has vehemently contended that during the course of the investigations, it has been revealed that petitioner has been luring various people by showing false Tender documents of various Projects of the Government and has been cheating them. It has been explained in the *Status Report* that after Suman Kishore Nautiyal took Rs.32 lakhs from Kuldeep Sharma, the complainant, he came to know that Suman Kishore Nautiyal had given Rs.7 lakhs to Vikas Tandon who further transferred it to Ajit Singh. During the investigations, Vikas Tandon was contacted on the given mobile number and asked to present himself, but he did not disclose his present address and stated that he does not reside in Delhi, but that he would join the investigation within 4-5 days. However, he failed to join the investigation. Another Notice under Section 41A Cr.P.C dated 31.07.2024 was served in response to which he joined and was interrogated on 01.08.2024, but was not willing to tell the actual facts and concealed the same.

10. The bail was opposed on the grounds that the custodial interrogation is required to collect the evidence/ recover the cheated amount and to verify the role of other accused persons in the above mentioned case. Also, a Notice under Section 91 Cr.P.C has been given to Indian Council of Medical Research, Department of Health Research, Ministry of Health and Family Welfare, Government of India, to verify the Work Order, but no Reply has

been received till date. There is likelihood of the petitioner destroying/tampering with the evidence.

11. **Submissions heard**.

12. As is evident from the complaint, a Loan Agreement got executed between the complainant Kuldeep Sharma and Suman Kishore Nautiyal and that two cheques had been issued towards repayment by him, though they were not presented on his oral assurances. Subsequently, another set of two cheques had been given to the complainant, the fate of which has not been disclosed in the complaint.

13. Further, vague assertion has been made in the complaint that some documents had been shown by Suman Kishore Nautiyal while taking the loan. However, there is no case either in the complaint or otherwise, that there was a racket of extorting money by showing fake Tender documents or of the assurances of getting the Government Tender.

14. From the averments made in the complaint it is apparent that it is a dispute having its genesis in the Loan Agreement. It is also pertinent to mention that Suman Kishore Nautiyal and the complainant had entered into MOU/Settlement Deed dated 24.06.2024, also an affidavit had been executed by Suman Kishore Nautiyal stating that he had taken the money for the Kidney transplant of his son. The only allegation made in the Status Report against the petitioner is that Suman Kishore Nautiyal out of the Loan money of Rs.32 lakhs taken by him, had transmitted Rs.7 lakhs to the petitioner.

15. Considering the nature of allegation and the role assigned to the petitioner which apparently is not supported by the averments made in the complaint, it is directed that in the event of his arrest, the petitioner shall be

released forthwith, with the following conditions:-

a) The petitioner shall furnish a personal bond in the sum of Rs.40,000/- with one surety of the like amount to the satisfaction of the Investigating Officer/Arresting Officer.

b) The petitioner shall not contact, nor visit, nor offer any inducement, threat or promise to any of the prosecution witnesses or other persons acquainted with the facts of case. The petitioner shall not tamper with evidence nor otherwise indulge in any act or omission that is unlawful or that would prejudice the proceedings in the pending trial.

c) The applicant shall join the investigations as and when directed by the IO.

d) The applicant shall produce all the requisite information, documents in his power and possession, as and when directed by the Investigating Officer.

e) The petitioner will intimate about his mobile number and his residential address to the Investigating Officer and in case of change of mobile number or residential address, the same will be intimated to the Investigating Officer.

16. The Petition stands disposed of.

**NEENA BANSAL KRISHNA, J**

**AUGUST 9, 2024/va**