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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CRL.M.C. 6627/2019, CRL. M.A. 43230/2019 & CRL.
M.A. 10023/2023

AVINASH KUMAR KAPOOR
& ANR

..... Petitioners

Through: Mr. Vaibhav Dang, Adv.

versus

STATE OF DELHI & ANR

..... Respondent

Through: Mr. Mukesh Kumar, APP
for the State with Ms.
Aanchal, Adv.

W/SI KM Banti, PS-
Vasant Vihar

Mr. Preet Pal Singh, Mr.
Saurabh Sharma, Ms.
Tanupreet Kaur & Ms.
Sonali Sharma, Adv. for
R2

Mr. Tarun Kumar, AR of
R2

CORAM:

HON'BLE MR. JUSTICE AMIT MAHAJAN

ORDER

23.04.2024

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1. The learned counsel for the applicant submits that the bail granted to the applicant was cancelled solely for the reason that the applicant could not pay a sum of ₹20,00,000/- as agreed before the learned Trial Court.

2. He submits that the applicant is willing to pay the said amount which is also recorded by this Court in its order dated 24.12.2019.

3. He submits that there has been delay in payment due to the onset of COVID, however, he is carrying the demand draft for a sum of ₹20,00,000/-. He submits that the proceedings were purely commercial in nature for which the complainant has



already initiated proceeding for recovery of the alleged amount.

4. He submits that the decree has already been passed which is not challenged by the applicant.

5. The learned counsel for the applicant has handed over the demand draft for a sum of ₹20,00,000/- to the learned Counsel of the complainant without prejudice to the rights and contentions of the parties.

6. Considering the aforesaid and since the amount as alleged by the complainant to have been cheated has been returned *albeit* without interest amount which the complainant claims is also recoverable, this Court considers it apposite to allow the present petition.

7. In view of the above, in the event of arrest, the applicant is directed to be released on bail on furnishing a personal bond for a sum of ₹50,000/- with one surety of the like amount subject to the satisfaction of the concerned SHO.

8. The impugned order dated 09.12.2019 is set aside.

9. The parties are at liberty to take recourse to the remedies as may be available in law in regard to the amount in dispute.

10. The petition is allowed in the aforesaid terms.

AMIT MAHAJAN, J

APRIL 23, 2024

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