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

+ **BAIL APPLN. 83/2025**

RAVINDER PRATAP SINGHPetitioner

Through: Ms. Akanksha Sisodia, Advocate.

versus

STATE GNCT OF DELHIRespondent

Through: Ms. Richa Dhawan, APP for the
State.

SI Deepak Malik, PS B.K.Road.

CORAM:

HON'BLE MR. JUSTICE AMIT SHARMA

ORDER

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15.01.2025

1. This hearing has been done through hybrid mode.

CRL.M.A. 569/2025 (exemption)

2. Allowed, subject to all just exceptions. Application is disposed of.

BAIL APPLN. 83/2025

3. The present application is second application under Section 482 of the BNSS read with Section 438 of the CrPC seeks anticipatory bail in case FIR No. 38/2014, under Sections 420/406 of the IPC, registered at P.S. Barakhamba Road.

4. Brief facts of the case are that the applicant is the proprietor of M/s Trimurti Exim Pvt. Ltd. and the complainant is one of the partners in a partnership firm Ambico Integrated Marketing (AIM). In the year 2013 a contract was awarded by Oil and Natural Corporation Ltd. (ONGC) to one M/s GOL Offshore Ltd., Mumbai for revamping the



platforms A and B in the Bassein Gas Field, Mumbai. M/s GOL Offshore Ltd partnered with AIM for the performance of the contract, for which a bank guarantee of Rs. 70 Crores was to be raised. Thereafter an MoU dated 17.07.2013 was signed between AIM and M/s Trimurti Exim Pvt. Ltd. whereby the applicant undertook to arrange the Performance Bank Guarantee (PBG) of Rs. 70 Crores in favor of ONGC, for which he was to be given a sum of Rs 3.5 crores towards payment of margin money for the issuance of the said bank guarantee.

5. The applicant failed to arrange the funds for the PBG, and the present complaint arose from a dishonour of cheque issued in 2013 to the complainant on the basis of which the present FIR was registered.

6. Learned Counsel appearing on behalf of the applicant submitted that the present FIR was filed after a delay of six months and no explanation has been given for the same. It is argued that such a lag could significantly impact the investigation and undermine the credibility of the complaint

7. It is further submitted that the applicant is suffering from diabetes and is a heart patient. On 13.01.2021 the applicant had undergone coronary angiography in Jaypee Hospital and since then is under constant medication for his heart ailment. It is also pointed out that one Mr. Rajesh Malhotra who is a co-accused in the present FIR has already been granted bail.

8. Learned counsel appearing on behalf of the applicant submitted that the latter has shown *bonafide* by paying 2.06 Crore to the complainant out of the total amount of Rs.3.10 Crore as agreed in the settlement agreement. It is further submitted that the applicant is



suffering financial constraints due to which he could not honor the aforesaid settlement agreement.

9. Learned counsel appearing on behalf of the applicant submitted that previously an application for regular bail was filed by the applicant before this Court, however, the same was withdrawn on 07.01.2025 to address the discrepancy in its filing and to pave the way for filing the present anticipatory bail application.

10. Heard the learned counsel for the applicant and perused the record.

11. It is a matter of record that the present applicant had been granted concession of bail and the same had been cancelled on various occasions. A settlement agreement dated 26.7.2014 was entered between the complainant and applicant whereby the liability of the applicant was fixed at a total amount of Rs. 3.10 Crore. On the basis of the said settlement this Court granted regular bail to the applicant on 03.09.2014. However, the said bail was cancelled on 12.07.2017 by this Court as the applicant was unable to comply with the terms of the settlement. The said order reads as under:

“Learned counsel for the respondent no, 2 submits that because of the financial difficulties, the balance settled amount could not be paid even though respondent no. 2 had genuine intentions to honour the settlement. He submits that last and final opportunity may be afforded to the respondent no, 2 to make balance payment, in terms of the Settlement Agreement dated 26th July, 2014 executed before the Mediation Centre, by November, 2017. Learned Senior Counsel for the petitioner submits that entire settled amount was payable by 15 May, 2015 but has not been paid despite lapse of more than two years since the agreed last date of payment, inasmuch as Rs 1.40 Crore is still payable. Bail was granted to the respondent



no. 2 only in view of the settlement terms whereof have been floated. In the interest of justice last opportunity is granted to the respondent no.2 to clear the settled amount by 30th November, 2017. In case the balance settled amount of Rs 1.40 crores is not paid by the respondent no. 2 to the petitioner on or before 30th November, 2017, bail shall automatically stand cancelled. Petition is disposed of in the above terms.”

12. Thereafter, the applicant did not surrender and was subsequently arrested. Order dated 01.05.2024 passed by the learned Trial Court detailing the entire sequence of events is being reproduced here for the sake of completeness:

“1. Vide this order I shall dispose off the bail application filed on behalf of the accused Ravinder Pratap Singh which has been filed pursuant to the order dated 17.04.2023 passed by the Ld. Sessions Court. 2. For adjudication of the present application, the sequence of events in the present matter needs to be considered. The background of the application is that initially the accused Ravinder Pratap was admitted to interim bail by the Id. Predecessor of this court vide order dated 06.03.2014 on the basis of a MOU between the parties and on 30.04.2014, the said interim bail was cancelled by the Id. Predecessor of this court. Thereafter the accused approached the Hon’ble High Court of Delhi whereby vide order dated 03.08.2014, the accused was admitted to bail by the Hon’ble High Court on the grounds that a settlement shall be arrived between the accused and the complainant. **As the accused Ravinder Pratap Singh was unable to comply with the terms of settlement, the Hon’ble High Court of Delhi cancelled the bail of the accused on 12.07.2017 however he was not taken in to custody in the meantime. The accused approached the Hon’ble Supreme Court of India vide SLP No 8819/2017 (Crl) however, the said SLP was dismissed by the Hon’ble Supreme Court stating that “No proposal has been given by the petitioner. The special leave petition is dismissed”. The accused was taken into custody only on 03.06.2022 and subsequently he was released on bail by Ld. M.M. vide order dated 10.06.2022 imposing various conditions**



including the condition that the accused shall honour the settlement with the complainant within 3 months. theses, on non-compliance of the said conditions and on non-appearance of the accused, his bail was cancelled vide order dated 12.09.2022 by the Ld. M.M. and NBWs were issued. The accused then sought anticipatory bail from the Ld. Sessions court however, the same was dismissed vide order dated 20.09.2022. The accused then approached the Hon'ble High court seeking anticipatory bail and vide order dated 18.01.2023, the Hon'ble High Court ordered that the revisional court may assess the petition of the petitioner for bail on merits without being influenced by the cancellation of bail by the Hon'ble High Court in 2017 in the peculiar circumstances of the case and the petitioner was granted liberty to place his submissions before the revisional court in this regard.

3. . The revisional court of the Ld. ASJ vide order dated 17.04.2023 observed that “the order records that the medical record showing that the accused was feeling feverish on 11.09.2022 was placed for consideration of Ld. Magistrate but the Magistrate without holding any enquiry on_ the correctness of the medical report ignored the medical report completely and he also proceeded to cancel the bail of the accused in his absence without asking him to show cause or opportunity of being heard.” Accordingly, the order dated 12.09.2022 of the MM was set aside and the accused was directed to appear before the MM and the court was directed to hear the reasons for non-compliance with settlement given by the accused and to pass fresh orders. Subsequently NBWs against the accused were also cancelled by the Ld. Revision court.

4. Now the accused has moved a fresh application seeking bail on the grounds that the settlement could not be honoured as the accused has initiated proceedings under section 138 NI Act against one Delhi Motors and after receiving money from the accused therein, the applicant shall be in a condition to make payment in this matter. Further, it has been argued that the accused has made his part of the payment and the remaining payment towards settlement shall be made by the co accused Rajesh Malhotra.



5. Also, the said bail application does not mention about any cogent reason for non-appearance of the accused before the Ld. M.M. on 12.09.2022 neither the application has been accompanied with any credible medical record. Further, the bail granted by the Ld. Predecessor of this court was on the condition that the accused shall honour the settlement within 3 months however, the same was not done and subsequently the bail was cancelled by the predecessor. Upon questioning, the accused has produced the same medical documents which were produced and not considered by the Ld. Predecessor of this court on 12.09.2022.

6. It is pertinent to note that it was the accused Ravinder Pratap Singh and not Rajesh Malhotra who had entered into settlement with the complainant at the time of bail being granted to him by the Hon'ble High Court and the said bail was granted only with a condition of honouring the settlement. Even till date the accused has not honoured the said settlement and has merely relied upon the outcome of another judicial proceedings (NI Act) which seems to be just an excuse and clearly shows that mala fide intentions of the accused. Further, the accused has also not produced any new medical record to show if he was suffering from Covid or was unwell on 12.09.2022 and hence was unable to appear before the court.

7. In view of the above stated discussion Considering the fact that both the times, bail was granted to the accused based on the settlement and the same were cancelled due to non-honour of the settlement, and the said settlement has still not been honoured without any justifiable reason and also considering the previous conduct of the accused and his irregular appearance before the court and the fact that the Special Leave petition of the accused was dismissed by the Hon'ble Supreme Court of India, this court is of the view that the bail of the accused be cancelled. Accordingly, the bail application of the accused Ravinder Pratap Singh is dismissed.

8. Copy order be given dasti to the applicant / accused.”

(emphasis supplied)



13. Thereafter, the applicant approached the learned Sessions Court by the way of an anticipatory bail which was disposed of *vide* order dated 14.11.2024 and is reproduced hereinbelow for the sake of the completeness:

“1. This order shall dispose of application seeking anticipatory bail filed on behalf of Accused/applicant Ravinder Pratap Singh.

CONTENTIONS IN THE APPLICATION.

2. It is contended in the application that present FIR is misuse of penal provisions and the complainant has not approached the police officials with clean hands and has suppressed very material facts with the sole motive of extortion of money. ‘That applicant/accused is the proprietor of M/s ‘Trimurti Exim Pvt. Ltd who independently owns and operates the business. That in the year 2013, a contract was awarded by Oil and Natural Corporation Ltd to one GOI, Offshore Ltd. Mumbai. That applicant/accused was engaged as a consultant by Amico integrated Marketing, to arrange the bank guarantee of Rs. 70 crores in favour of ONGC was to be raised towards performance of above noted contract.

2.1 That a MOU was signed between Ambico Integrated Marketing and M/s Trimurti Exim Pvt Ltd whereby the applicant/accused undertook to arrange the Performance Bank Guarantee (PBG) in exchange for which he was to be given a sum of Rs. 3.5 crores towards payment of margin money regarding issue of PBG. A settlement agreement dated 26.7.2014 was entered between the complainant and applicant/accused before whereby liability of applicant/accused was fixed at total amount of Rs. 3.10 crore. That in the light of said settlement, on request of accused/applicant, he was admitted in bail by Hon'ble High Court of Delhi. Applicant/accused paid Rs. 1.55 crores but could not pay the remaining amount of Rs. 1.45 Crores and complainant moved for cancellation of bail. ‘That one chance was given applicant/accused for payment of balance and in failure thereof, his bail was to stand cancelled. Qua this order, Special Leave Petition was filed before Supreme Court of India which comes to be dismissed on 04.1.2018.

2.2 That after the order of Hon'ble court of Delhi. That



applicant/accused made a payment of Rs. 41 lakh, meaning thereby only one crore remained to be paid, That applicant/accused was taken into custody on 3.6.2022 and subsequently, he was released on bail by is the male and jail is an exception. That present application is filed seeking grant of anticipatory bail to applicant/accused.

REPLY

3. Notice of this application was issued and written reply is filed on behalf of State contending that till date, accused has not honoured that settlement entered into by him. That previous conduct of accused/applicant is such that he is not regular in appearance before the court. It is submitted that applicant/accused has violated the conditions on which he was admitted in bail. Further, it has been reported that despite efforts being made, applicant/accused could not be arrested as he was not found at his address and his family stated that they do not know whereabouts whereby of accused. Alongwith subsequent report/explanation filed by State, print out of entries of general diary have also been placed on record where in the entry dated 09.11.2024, it is noted that through secret information, it is learnt that applicant/accused has not come to his own for about last two months, it is submitted that application be dismissed.

SUBMISSIONS

4. It was argued on behalf of applicant/accused that he has not fully violated the condition of the bail and has paid 'substantial amount of the settlement. It is further argued that applicant/accused is Ld. MM on 10.6.2022. The said bail was revoked vide order dated 12.9.22 and NBWs were issued against accused/applicant. Then applicant/accused approached Hon'ble High Court seeking anticipatory bail and it was directed by Hon'ble High Court of Revisional Court may access the petition of the applicant/accused for bail on merit without being influenced by the cancellation of bail by the Hon'ble High Court, Delhi in 2017. That Revisional Court vide order dated 17.4.2023 set aside the order dated 12.9.22.

2.3. In the meantime, a complaint was filed u/s 138 NI Act at Chandigarh by M/s S.G. Developers through its Prop. Mohan Lal Sharma in the present case for recovery of amount of Rs. 70 lakhs from the complainant, through no such cheque has been ever issued by the applicant/accused. That applicant/accused is further burdened



and harassed with another litigation which is pending in Andheri, Mumbai. That applicant/accused has also received notice from Income Tax Department demanding a sum of Rs. 2.5 Crores for a back dated assessment. That applicant/accused has fled a recovery suit against co accused Rajesh Malhotra. That anticipatory bail was moved before Ld. MM and same was dismissed on 01.5.2024.

2.4 The present FIR was filed after delay of six months, that applicant/accused is suffering from diabetes and' is a heart patient. That the co accused Rajesh Malhotra has been admitted in bail. That bail otherwise regular in appearance before court, It is submitted that due to financial constrains, applicant/accused could not honour his commitment given at the time of bail granted by Hon'ble High Court. It is submitted that accused/applicant be given one more chance and be granted anticipatory bail.

4.1 On behalf of State and complainant, it is argued that for the reason that applicant/accused did not honour the commitment before the Hon'ble High Court and Hon'ble Supreme Court of India, he does not deserve any leniency. It is submitted that conduct of applicant/accused is such that he never fulfilled the condition and therefore, his application should be dismissed.

DISCUSSION

5. Having heard contentions of both the parties and perused the record, it is noted that it is mater of record that applicant/accused has been arrested and then admitted in bail. Hence, conduct of applicant/accused during the time, he was on interim bail is important. It is argued that due to financial constrains, applicant/accused could not be honoured his commitment.

6. One of the parameter for admitting a person in anticipatory bail is to assess or not, a person a flight risk, In the present matter, material on record including the report/print out of general diary entries shows that applicant/accused is hiding himself and his family also did not know about his where about. This material coupled with the previous conduct of accused/applicant of having violated of condition of bail is sufficient to shows that he is a flight risk.

7. Hence, In view of the above discussion, present application filed on behalf of accused/applicant Ravinder Pratap Singh seeking



anticipatory bail is hereby dismissed. Application stands disposed of accordingly. Copy dasti.”

(emphasis supplied)

14. It is a matter of record that the present applicant was earlier arrested and was granted regular bail by this court *vide* order dated 03.09.2014 on the basis of settlement arrived between the parties in the mediation centre. That said regular bail was cancelled *vide* order dated 12.07.2017. The applicant thereafter was arrested on 03.06.2022 and was again granted bail by the learned Trial Court *vide* order dated 10.06.2022. The said bail order was again cancelled 12.09.2022 and Non-Bailable Warrants had been issued against him. Subsequent thereto, the applicant did not surrender. In the order dated 01.05.2024 while dismissing the bail application, the applicant was directed by the learned Trial Court to surrender however he did not surrender and thereafter moved another application seeking anticipatory bail which has again been declined by the learned Sessions Court on 14.11.2024 as reproduced hereinabove.

15. Once the regular bail itself has been cancelled by the order of this Court and thereafter by subsequent orders by the learned Sessions Court and Trial Court. The applicant would not be entitled to the relief of anticipatory bail.

16. On a pointed query, learned counsel for the applicant, on instructions, submitted that he is not able to abide by the terms of agreement as had been entered into by him in 2014. The record shows that the applicant despite his cancellation of bail by this Court on 12.07.2017 did not surrender and could only be arrested on 2022



Thereafter, again after getting bail by assuring the payment of the money the applicant again absconded. In view of the aforesaid, not only the applicant is a flight risk but the fact that his regular bail application has been consistently being cancelled. The applicant is not entitled to the relief of anticipatory bail.

17. The present application is dismissed and disposed of.

18. Needless to state that, nothing mentioned hereinabove, is an opinion on the merits of the case and any observations made are only for the purpose of the present anticipatory bail application.

19. Order be uploaded on the website of this Court *forthwith*.

AMIT SHARMA, J

JANUARY 15, 2025/sn

Click here to check corrigendum, if any