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

+ CRL.M.C. 423/2025, CRL.M.A. 2055/2025

RUPALI RASTOGI

.....Petitioner

Through: Mr. Yashvir Singh Kadian, Mr.
Ashwani Kumar, Mr. Jahangir
Ahmed, Advs.

versus

STATE GOVT. OF NCT OF DELHI AND ANR.Respondents

Through: Mr. Aashneet Singh, APP with SI
Manoj Kumar, PS Janakpuri
Mr. Kunal Manav, Mr. Anupam
Bhati, Advs.

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+ CRL.M.C. 424/2025, CRL.M.A. 2064/2025

KANTA

.....Petitioner

Through: Mr. Yashvir Singh Kadian, Mr.
Ashwani Kumar, Mr. Jahangir
Ahmed, Advs.

versus

STATE NCT OF DELHI AND ANRRespondents

Through: Mr. Aashneet Singh, APP with SI
Manoj Kumar, PS Janakpuri
Mr. Kunal Manav, Mr. Anupam
Bhati, Advs.

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+ CRL.M.C. 458/2025, CRL.M.A. 2183/2025, CRL.M.A. 2184/2025

VIBHA KUSHWAHA

.....Petitioner

Through: Mr. Yashvir Singh Kadian, Mr.
Ashwani Kumar, Mr. Jahangir
Ahmed, Advs.



versus

STATE GOVT. OF NCT OF DELHI AND ANR.Respondents

Through: Mr. Aashneet Singh, APP with SI
Manoj Kumar, PS Janakpuri
Mr. Kunal Manav, Mr. Anupam
Bhati, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

14.02.2025

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1. These are petitions seeking cancellation of the orders dated 20.12.2024 passed in BAIL APPL. 794/2024, BAIL APPL. 793/2024, BAIL APPL. 790/2024 wherein the respondent No. 2 was granted bail.

2. The operational portion of the orders dated 20.12.2024 reads as under:

“5. As per the status report, there are 5 FIRs pending against the petitioner. The details of the same are as under:

<i>FIR No.</i>	<i>Name of the complainant</i>	<i>Amount paid to the accused</i>	<i>Amount till date returned by the accused</i>
456/17	1. Ms. Vibhu Kushwaha 2. Ajay Kumar	6,59,000/- 5,46,000/-	Rs. 2,00,000/- (on 31/03/21) 2,50,000/-
457/17	1. Ms. Rupali Rastogi 2. Satish Kaushik	5,77,106/- 5,42,000	Rs. 2,00,000/- (on 31/03/21)
458/17	Ms. Kanta Devi	6,59,600/-	Rs. 2,00,000/- (on 31/03/21)
459/17	1. Sh. Danish Kumar 2. Ms. Meenakshi 3. Sh. R.C. Gosain	8,42,502/- 6,93,000/- 9,00,000/-	Rs. 2,00,000/- (on 31/03/21) Rs. 2,50,000/- (in 2015) Rs. 1,20,000/- (in



			2014)
333/18	1.Ms. Jyoti 2.Lal Singh	12,26,000/- 6,50,000/-	Not known Not known

6. It is stated that the total amount taken by the petitioner from the complainants is to the tune of Rs 70 lakhs and out of the said amount, an amount of Rs 14.2 lakhs has already been repaid. Another sum of Rs. 20 lakhs is lying deposited with the Registrar General, Delhi High Court in terms of order dated 22.11.2024.

7. The petitioner is in custody since 02.10.2020.

8. Mr. Manav, learned counsel for the petitioner states that the petitioner immediately, on being, released on bail will give a schedule to the concerned Investigating Officer (IO) indicating that the entire remaining amount payable to the complainants along with appropriate interest would be deposited with the Registrar General, Delhi High Court in equal monthly instalments starting from the month of March 2025.

9. The said schedule shall be given to the IO immediately within 1 week of release from the jail and it is directed that the same will be scrupulously followed by the petitioner.

10.The statement of the learned counsel for the petitioner is taken on record and the petitioner is bound by the same.

11.In the present case, the charge sheet has already been filed and the other co-accused persons have been enlarged on bail. Even though the petitioner had earlier jumped bail, the same can be addressed by imposing stricter conditions on the petitioner. Bail is the rule and jail is an exception. The petition is still under trial



prisoner and the trial in the FIR will take substantial time.

12.Hence, the present petition is allowed and the petitioner is directed to be released on bail subject to the following terms and conditions:

.....”

3. A perusal of the petitions show that respondent No. 2 concealed an MoU dated 27.01.2021, wherein clauses 1 and 4 read as under:

“1. That the FIFTH PARTY shall repay to the FIRST PARTY to FOURTH PARTY their respective paid amounts, alongwith an interest of 6.5% p.a. calculated from the respective dates of payments, in two installments as described in Annexures A to D respectively.

.....

4. That in case the FIFTH PARTY fails to pay the amount as per the ANNEXURES A to D to the respective parties, then the FIFTH PARTY shall pay to the FIRST PARTY to FOURTH PARTY their respective paid amounts alongwith an interest @ 12% p.a. (instead of 6.5% p.a.) to be calculated from the respective dates of payments till realization. In the case of any default the FIRST PARTY to FOURTH PARTY can recover their respective amounts alongwith an interest of 12% p.a. to be calculated from the respective dates of payments till realization from the said property kept in security.”

4. The said MoU was not filed with the earlier bail applications wherein the ‘FIFTH PARTY’ is respondent No. 2.

5. A perusal of the said MoU shows that respondent No. 2 had already agreed to return the money on 27.01.2021.



6. Respondent No. 2 was to pay an interest of 6.5% to the petitioner and in case of default at the rate of 12%. Admittedly, the scheduled was not adhered to.

7. Other important orders of 31.07.2021 passed in the FIR Nos. 457/2017, 458/2017, 456/2017, were also concealed in BAIL APPL. 794/2024, BAIL APPL. 793/2024, BAIL APPL. 790/2024 wherein para 6 onwards read as under:

“6. On the several previous dates of hearing, the applicant/accused had sought time for payment of the entire remaining cheated amount. He was granted time on several dates of hearing. However, despite passage of more than seven months, he has faltered in his commitment and today again, he has come up with a lame excuse for non return of the cheated amount. It appears that the applicant/accused has deliberately made mockery of the criminal justice system by giving false assurances in the court on many occasions about his commitment to repay the cheated amount.

7. In the present application, the applicant/accused has sought interim bail for 20 days only and that too on the ground of medical condition of his wife. Pertinently, the present application was not filed on the merits of the case. The applicant/accused has already availed the relief sought in the present application. Rather, on account of his dishonest assurances of return of the cheated amount, he has taken court on ride on several occasions to overshoot and enjoy more than the sought relief by getting extension of his interim bail for more than seven months.

8. The applicant/accused is stated to be involved in four other



similar cases of cheating. In the said cases also, the applicant/accused cheated several persons by adopting similar modus operandi for cheating them for a total sum of more than Rs.60 lacs. In the present case, the applicant has cheated hapless, gullible and vulnerable plot/land seekers and caused wrongful loss to them which run into lacs of rupees.

9. In view of the above facts and circumstances, no ground is made out for further extending the interim bail of the applicant/accused. Hence, the present application is disposed off with the directions to the applicant/accused to surrender before the concerned Ld. MM on 02.08.2021. It is hereby clarified at the cost of the repetition that the present application was neither filed on the merits of the case nor it has been disposed off on merits.

10. The observations made while disposing off the present application shall not tantamount to the expressions on the merits of the case.

11. At request, a copy of this order be sent to Ld. Counsel for the applicant/accused, Ld. Counsels for the complainant/victims and IO on their respective e-mail IDs.”

8. On 20.12.2024, this Court was misled into the fact that the amount of Rs. 70 lakhs was taken in 5 FIRs and an amount of Rs. 14.2 lakhs had been repaid and Rs. 20 lakhs has been deposited with the Registrar General.

9. What was not disclosed to the Court was that as per the MoU, these amounts were to carry interest at the rate of 12% per annum and hence the amounts to be returned in the 5 FIRs would not be to the tune of Rs. 70 lakhs but would almost be double.



10. The fact that respondent No. 2 had already agreed to pay interest at the rate of 12% was not disclosed. Had it been disclosed, the Court, perhaps would not have granted bail to the petitioner.

11. The fact that respondent No. 2 has concealed the MoU as well as the orders dated 31.07.2021 shows that the respondent No. 2 approached this Court with unclean hands and concealed material documents and orders from this Court.

12. For the said reasons, the petitions are allowed and the orders dated 20.12.2024 passed in BAIL APPL. 794/2024, BAIL APPL. 793/2024, BAIL APPL. 790/2024 are recalled and the bail granted stands cancelled.

13. The reply is taken on record.

14. As and when the petitioner is at liberty to file a fresh bail application which will be considered in accordance with law.

JASMEET SINGH, J

FEBRUARY 14, 2025/DM

[Click here to check corrigendum, if any](#)