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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **BAIL APPLN. 374/2025 & CRL.M.A. 2704/2025**
AMIT KUMAR NARANGPetitioner

Through: Mr. Vimal Puggal and Mr. Praveen
Pachauri, Advocates.

versus

THE STATE GOVT. OF NCT OF DELHIRespondent
Through: Mr. Amit Ahlawat, APP.
SI Avaneesh Kumar, P.S. Krishna
Nagar.

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER
31.01.2025

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1. The present petition seeks grant of pre-arrest bail in FIR No. 158/2023 dated 19th March, 2023 registered under Section 420 of the Indian Penal Code, 1860¹ at P.S. Krishna Nagar. Pursuant to the said FIR, a chargesheet has also been filed for the offences under Sections 420, 468, 471, 411 and 120-B of IPC.
2. At the outset, counsel for Applicant acknowledges that on 14th May, 2023, the Applicant was arrested in terms of the present FIR and on the next date i.e., on 15th May, 2023, the Applicant was produced before the Trial Court, when the Court granted for seven days police remand of the Applicant till 22nd May, 2023.

¹ "IPC"



3. Counsel for Applicant, further acknowledges that earlier the Applicant was granted interim bail by the Trial Court on 14th July, 2023 for a period of ten days to enable the parties to settle the matter. The said interim bail was then extended upto 24th October, 2023. Thereafter, on 31st October, 2023, the Trial Court dismissed the Applicant's bail application and directed him to surrender before the concerned Jail Superintendent within the next three working days, however, the Applicant did not comply with the directions of the Court. Subsequently, on 4th November, 2023, Non-Bailable Warrants were issued against the Applicant and on 9th December, 2023, proceedings under Section 82 of CrPC were issued against the Applicant. On 23rd January, 2024, the Applicant was declared as a Proclaimed Offender².

4. Despite the aforementioned facts, counsel for the Applicant states that the intent of the Applicant has always been to settle the matter with the Complainant. In this regard, counsel emphasizes that on 24th July, 2023, while the Applicant was on interim bail, the Applicant and the Complainant executed a Memorandum of Understanding³, whereby the Applicant agreed to make a total payment of INR 1 Crore to be paid to the complainant in instalments. However, counsel urges that on account of financial difficulties faced by the Applicant, the said payments could not be made and as on date a total payment of INR 8.5 Lakhs have been made under the MoU. In this regard, it is noted that the Complainant who is present in the Court today, acknowledges the receipt of the aforementioned payment.

5. Moreover, counsel for Applicant, on the instructions received from

² "PO"

³ "MoU"



the Applicant's father who is also present in the Court today, states that the Applicant is and has always been to settle the matter with the Complainant. In this regard, Mr. Sudarshan Kumar Narang, the father of the Applicant states in Court, that he will stand as guarantee for the payments which were agreed by the Applicant under the aforementioned MoU. In this regard, he states that they are agreeable to make the balance payment under the MoU, amounting to INR 92.5 Lakhs, through instalments, to the Complainant within a period of 10 to 12 months from today. The statement of Mr. Sudarshan Kumar Narang, on behalf of the Applicant, is taken on record and shall be binding on the Applicant.

6. Counsel for the Applicant agrees that an anticipatory bail is not maintainable since the Applicant was earlier arrested and granted interim bail. In light of the same, counsel fairly states that the Applicant will surrender before the Trial Court and seek a regular bail. Counsel urges that there were genuine reasons for the Applicant that precluded him from appearing before the Trial Court and such circumstances will be explained before the Trial Court.

7. Moreover, counsel for the Applicant urges that in light of the fact that the Applicant has now categorically agreed to make the balance payment under the MoU within a period of 10 to 12 months from today, this Court may direct the Trial Court to consider the Applicant's regular bail application expeditiously and also consider a request for interim relief, if any, on the date of surrender.

8. The complainant who is present in Court, is agreeable to the terms offered by the Applicant, however he submits that in the event of failure to comply with the said terms, the Complainant shall not be in a position to



give any further accommodation.

9. In light of the foregoing, the present petition is disposed of with the following directions:

(a) The Applicant shall surrender before the Trial Court within a period of one week from today.

(b) In light of the foregoing settlement between the parties, the Trial Court is requested to consider the Applicant's regular bail expeditiously and consider granting interim relief, if any, on the date of surrender. The leniency prayed for by the Counsel for the Applicant shall be taken into account by the Trial Court on the basis of the facts and circumstances of the case, the documents on record, as well as the fact that the Applicant has agreed to settle the outstanding amount.

(c) On the date of surrender before the Trial Court, the Applicant shall tender a payment of INR 6 Lakhs to the Complainant. The remaining amount shall be cleared within 12 months thereafter.

(d) Counsel for the parties will interact with each other and draw a new MoU crystallising the terms of settlement. The said MoU shall also be presented before the Trial Court for their consideration.

10. With the above observations, the present petition is disposed of with the pending applications.

SANJEEV NARULA, J

JANUARY 31, 2025/as