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

\+ BAIL APPLN. 357/2024

MOHD. GULAM HAIDER .....Petitioner

Through: Mr. Amit Srivastava, Mr. Uzma, Mr. Manish Panchal, Advocates.

versus

STATE NCT OF DELHI .....Respondent

Through: Mr. Aman Usman, APP with SI P Buno, PS-Madhu Vihar.

CORAM:
HON'BLE MR. JUSTICE RAVINDER DUDEJA

<u>O R D E R</u>

% **27.03.2025**

1. This is an application for grant of anticipatory bail to the petitioner in case FIR No. 339/2023 under Section 420 IPC registered at Police Station Madhu Vihar, Delhi.

2. Mr. Aman Usman, learned APP appearing for the State submits that petitioner has cheated the complainant of Rs. 15,00,000/- under the garb of selling him second hand bus.

3. Per contra, learned counsel for the petitioner submits that the complainant had made the payment of Rs. 15,00,000/- to the petitioner for the purchase of second hand bus belonging to one Vipin Kumar. As per agreement, the balance amount of Rs. 6,00,000/- was to be paid by the complainant within a period of three months. However, complainant did not make the payment, and therefore, on account of parking and other expenses

incurred by the petitioner, the amount of Rs. 15,00,000/- was set off against such expenses. It is further submitted that dispute is essentially civil in nature and petitioner has cooperated with the investigating agency during the investigation.

4. The application has been vehemently opposed by the learned APP arguing that the petitioner issued two cheques of Rs. 3,50,000/- each in favour of complainant but the same were dishonoured because the account was inoperative. He further submits that petitioner has not cooperated with the Investigating Agency during the investigation and has only given evasive replies and his custodial interrogation is required for the purpose of recovery of cheated amount.

5. In rebuttal, learned counsel for petitioner states that both the cheques were issued from M/s Aayan Industries, belonging to the father of the petitioner and that they were forcibly taken by the complainant from the petitioner.

6. As per allegations in the FIR, complainant was in search of a second hand bus, and therefore, contacted the petitioner, who is the proprietor of M/s Magnum Auto. The petitioner had shown a second hand sleeper bus to the complainant and the deal was finalized for Rs. 21,00,000/-.

7. Complainant transferred Rs. 15,00,000/- online to M/s Magnum Auto. Petitioner assured the complainant that necessary paper formalities will be completed and he would get the delivery of bus. As per further allegations, the bus was shown to the complainant in the MCD parking and petitioner used to run garage for the repair of old buses in the same parking.

8. As and when complainant asked the petitioner to give the delivery of bus, he kept lingering on the matter. Ultimately, when the complainant

asked him to return the money, the petitioner gave two cheques of M/s Aayan Industries to the complainant but the same were dishonoured as the bank account was inoperative. Since thereafter, petitioner stopped receiving the phone calls from the complainant and left the garage from the MCD parking. Later, it was realized that petitioner had sold the bus to some other person and shifted his garage.

9. The investigation conducted so far has revealed that petitioner has taken Rs. 15,00,000/- from the complainant for the sale of the bus but neither sold the bus nor returned the money to the complainant. Even though petitioner claims that cheques were taken forcibly, learned counsel has not been able to show that any police complaint or FIR was lodged by the petitioner regarding forcibly taking the cheques either from him or his father. The status report also indicates that the petitioner has not duly cooperated in the investigation of the case.

10. Since petitioner is stated to be required for the purpose of custodial investigation for the purpose of recovery of cheated amount, having considered the totality of the facts and circumstances and the nature and gravity of allegations made, I am not inclined to grant bail to the petitioner. The application is, therefore, dismissed.

RAVINDER DUDEJA, J

MARCH 27, 2025/*vd/r*