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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% ***Date of decision: 11th March, 2025***+ **BAIL APPLN. 521/2025**

SUNIL TYAGI

S/O LATE SHRI RAMESH CHAND

R/O KHASRA NO.146, NEAR PATWAR GHAR

BURARI, DELHI-110084.

.....Petitioner

Through: Mr. Abhilash Pal Sr. Advocate with
Mr. Mohit Jolly, Mr. Pankaj
Mendiratta, Mr. S. Kaushik and Mr.
Rajan Sharma, Advocates.

versus

STATE GOVT. OF NCT OF DELHI

THROUGH SHO P.S EOW

.....Respondent

Through: Ms. Meenakshi Dahiya, Ld. APP for
the State.
Mr. Kamlesh Kumar, Advocate for
the Complainant.

CORAM:**HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA****J U D G M E N T (oral)**

1. A Bail Application under Section 483 *Bharatiya Nagarik Suraksha Sanhita, 2023* ('BNSS' *hereinafter*) has been on behalf of the Petitioner in case FIR No.05/22 under Section 420/406/120-B of the *Indian Penal Code, 1860* ('IPC' *hereinafter*) Police Station EOW.

2. It is submitted in the Application that nothing incriminating has been recovered from the possession of the Applicant nor anything has

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been recovered at his instance. The investigation is complete and Chargesheet has already been filed by the Investigating Agency.

3. His Bail Application on merits was dismissed by the learned Trial Court and also by learned Sessions Judge on 18.01.2025.

4. It is submitted that the prosecution story in nutshell, is that the Complainant-Om Prakash Arora had filed a written Complaint dated 23.08.2021 read with Section 156(3) of the *Code of Criminal Procedure, 1973* ('Cr.P.C' hereinafter) for registration of the FIR against the Applicant-Arun Tyagi and Dheeraj Tyagi on the averments that Dheeraj Tyagi had entered into an Agreement to Sell in respect of land measuring 2 Bighas and 8 Biswa comprising in Khasra No.9/23 and 9/24 in Revenue Estate of Kamalpur Majra, Burari to the Complainant, for a sale consideration of Rs.48 lacs. It was claimed that the Applicant had induced the Complainant to purchase this land. The documents of transfer of property were executed by Dheeraj Tyagi in the name of the Complainant. The GPA was presented before the Sub-Registrar, Kashmere Gate on 20.01.2016, but the Sub-Registrar refused to register the same.

5. It is alleged that after receiving the Refusal Order, the Complainant was shocked and approached the accused persons informing them about the objection taken in the office of Sub-Registrar, on which Accused No.1-Dheeraj Tyagi assured that the issue would be resolved shortly and the Sale Deed would be executed in favour of the Complainant. However, Dheeraj Tyagi started



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avoiding the Complainant. A demand for return of the sale consideration was made by the Complainant. After rigorous persuasion of the case, Dheeraj Tyagi entered into an amicable settlement with the Complainant *vide* Memorandum of Settlement dated 16.06.2017. However, he failed to keep his word and has absconded from his known place for a long time.

6. It is alleged that later on, the Complainant came to know that the accused persons had executed similar sets of documents in favour of different people. On the directions of the Court under Section 156(3) Cr.P.C, the present FIR was registered.

7. The Applicant was arrested on 17.10.2023 and filed the Application for Regular Bail. While the bail Application was under consideration, Applicant along with other accused persons entered into a Settlement and was granted Regular bail. However, due to non-compliance of Settlement, the Complainant preferred an Application for cancellation of Bail, which was allowed and the Bail was cancelled and the Applicant was directed to surrender, which he did on 28.10.2024.

8. It is submitted that aggrieved by the said Order, the Applicant preferred a Petition before the learned Sessions Judge, who dismissed the Bail Application *vide* Order dated 22.11.2024. The investigations are being carried out by Economic Offences Wing and the Final Report under Section 173 Cr.P.C. has been submitted on 15.12.2024.

9. After filing of the Chargesheet, the Applicant filed a Bail



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Application on merits, but the same was dismissed by the learned Trial Court on 24.12.2024.

10. *The Bail is sought on the grounds* that the FIR does not prima facie disclose any allegation of Cheating or Breach of Trust against the Applicant, whose name also does not find mention in the FIR. It is only in the Final Report that the name of the Applicant has surfaced.

11. The Applicant is not involved in any alleged act of deception or inducement of payment of money, by the Complainant. He has been roped in merely because of being a witness to the execution of the documents. Even if it is claimed that multiple transactions were entered into by the accused Dheeraj Tyagi in respect of land owned by him, it cannot be alleged that the Applicant was part of the alleged offence of Cheating because he himself was a buyer in one of such sale transactions. He could not have known if the accused Dheeraj Tyagi had a right to sell the remaining land, after sale to the Applicant was complete. He was merely a bona fide purchaser in the first sale and an attesting witness to other such sales. He has no role to play in the alleged offences of cheating, criminal breach of trust and criminal conspiracy. The Applicant is in fact, if the victim of the crime committed by co-accused Dheeraj Tyagi against whom the Applicant himself has filed several Complaints.

12. Furthermore, the present FIR pertains to the year 2022 and after getting arrested no Police Remand was sought by the Investigating



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Agency, which clearly shows that his custodial interrogation is not required. Despite all these facts, the Reports have been filed in the routine manner without even verifying the involvement of the Applicant in other FIRs, as has been alleged in the Status Report. So far as the FIR No.1581/2015 P.S. Burari under Section 420/34 IPC; FIR No.442/2016 under Section 420/120B IPC are concerned; they have already been settled by the Applicant with the other accused. FIR No.430/2017 P.S. Burari under Section 307/34 IPC, FIR No.54/2019 P.S. EOW under Section 420/406/120B IPC and FIR No.4/2022 P.S. EOW under Section 420/406/120B IPC and the present FIR are all concerned and related to the present dispute in question for the same offence and the same set of evidence. The FIRs have been registered by EOW at the behest of the Complainant. The Applicant has already been enlarged on bail in the other FIRs.

13. Reliance has been placed on Manish Sisodia vs. Enforcement Directorate, Sanjay Chandra vs. CBI, Mohan Raikwar vs. State of M.P., Prem Prakash vs. Union of India and Mahesh DAN Prabhudanlanga vs. State of Gujrat in support of his claim for Bail. A prayer is made that he be granted Bail.

14. *Learned APP for State has submitted the Status Report* filed today in the Court, which be taken on record. As per the Status Report, the Sale Purchase documents were executed in favour of the Complainant in 2016 by co-Accused Dheeraj Tyagi, but because the Sub Registrar refused to register the GPA, the Complainant got wary



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and contacted the main accused Dheeraj Tyagi. After much persuasion, Dheeraj Tyagi and Sunil Tyagi entered into a Mediated Settlement dated 16.06.2017 which was not honored and thereafter the Bail of the Applicant was cancelled, though no Application was filed by the Complainant for cancellation of the Anticipatory Bail granted to Dheeraj Tyagi.

15. The Bail Application of the Applicant is opposed on the ground that he was a witness/guarantor in a loan obtained by Dheeraj Tyagi from *M/s. Juneja Finance Co.* on 11.05.2016 for land measuring 20 Bigha 8 Biswa situated in Khasra No.9/13,18,19,20,21,22,23 and 24 Village Kamalpur Majra, Burari, New Delhi. He also stood witness in GPA for 8064 sq. Yards dated 23.05.2016 registered with the Sub Registrar III, Noida and also the Will dated 23.05.2016, GPA for 8 Bigha 1 Biswa dated 24.05.2016 and Will dated 24.05.2016 all registered with the Sub Registrar III, Noida. He also stood witness in Notarized GPA and other documents dated 10.05.2016 for land admeasuring 20 Bigha 16 Biswas.

16. He purchased land area measuring 3 Bigha 4 Biswa in Khasra No.9/21,22 and 23 from Dheeraj Tyagi through GPA and other documents dated 13.04.2015 which were registered at the office of Sub Registrar, Kashmiri Gate, Delhi.

17. He also purchased land measuring 5950 sq. yards from Dheeraj Tyagi in Khasra No.9/19 and 9/21 through Sale Deed produced before Sub Registrar on 16.09.2015 but could not be registered due to non



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production of NOC and refusal Order dated 28.12.2017 from the office of Registrar.

18. His son-in-law Arun Tyagi also purchased a piece of land in Khasra No.9/23 and 9/24 Village Kamalpur Majra through Sale Deed, which was presented on 16.09.2015 before the Sub Registrar and could not be registered on account of non production of NOC and Refusal Order dated 28.12.2017.

19. He stood witness in GPA and other documents for land admeasuring 2419.20 Sq.Yards executed between Dheeraj Tyagi and Sh.Ramrattan Sharma and Sh. Vinod Verma on 21.01.2016. Now this is the property in question in case *vide* FIR No.04/22 dated 10.01.2022 under Section 406/420/120B IPC, P.S.EOW.

20. He also stood witness in GPA and other documents for land admeasuring 2419.20 Sq.Yards between Dheeraj Tyagi and Om Prakash Arora on 21.01.2016.

21. He also stood witness to the documents executed by Sh. Pawan Tyagi in favour of Dheeraj Tyagi through GPA and other documents dated 03.09.2008 for land admeasuring 11 Bighas in Khasra No.9/13, 18, 19,21,22,23 and 24.

22. Likewise, he also stood witness in the documents executed by Sh. Chand Kiran in favour of Dheeraj Tyagi (since deceased) on 06.01.2005 for land admeasuring 11 Bigha in Khasra No.9/13, 18, 19,21,22,23 and 24.

23. The signatures on the alleged documents were not made by Sh.



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Pawan Tyagi and Sh. Chand Kiran.

24. Pertinently, all documents mentioned above relate to land situated in Khasra No.9/13, 18,19,21,22,23 and 24 Village Kamalpur Majra, Burari, Delhi which belongs to close relative of accused persons and they are well aware about the disputed ownership of the land in question. He is the beneficiary of Rs.10 lakhs as the same had been credited in his account by the Applicant Sunil Kumar on 04.11.2015. The Applicant was actively involved in the conspiracy of the present case. He is a habitual criminal and involved in several cases and he is the “Bad Character” of the area of P.S.Burari. He also did not abide by the Mediated Settlement and Bail Order dated 26.10.2023. Following cases have also been registered against the Applicant:-

- (i) FIR No.1581/2025 U/s 420/34 IPC, P.S.Burari, Delhi;
- (ii) FIR No.442/2016 U/s 420/120B IPC, P.S.Burari, Delhi;
- (iii) FIR No.430/2017 U/s 307/34 IPC and 27 Arms Act, P.S.Burari, Delhi;
- (iv) FIR No.54/2019 U/s 420/406/120B IPC, P.S.EOW, New Delhi;
- (v) FIR No.04/2022 U/s 406/420/120B IPC, P.S.EOW, New Delhi;
- (vi) FIR No.05/2022 U/s 406/420/120B IPC, P.S.EOW, New Delhi;

25. The Bail Application is, therefore, opposed.

26. **Submissions Heard and record perused.**

27. The allegations essentially, against the Applicant is that he was the property Agent who had introduced the main accused Dheeraj



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Tyagi to the Complainant for the purchase of the property in question. There may have been earlier transactions or FIRs registered against Sunil Tyagi, but the previous FIRs cannot be an impediment to consider the allegations in the present FIR independently.

28. Essentially, Sunil Tyagi had been granted Regular Bail on account of a mediated Settlement wherein he along with Dheeraj Tyagi had agreed to pay Rs.1.80 crores to the Complainant. However, they were unable to abide by the mediated Settlement after which pertinently the Bail of Sunil Tyagi was cancelled and he was asked to surrender which he did on 10.10.2024. Since then he is in judicial custody.

29. Interestingly Dheeraj Tyagi, the main accused who was also a party to the mediated settlement and was on Anticipatory Bail, did not suffer the same fate. No Application despite he also not honoring the Mediated Settlement, was filed for cancellation of his Bail and he continues to be on bail till date.

30. Furthermore, accused Arun Tyagi who is the son-in-law of Sunil Tyagi is also on Bail. It has been explained by the learned counsel for the Applicant that Sunil Tyagi agreed to pay Rs.1.80 crores along with Dheeraj Tyagi to the Complainant, as there was a pressure on him of his son-in-law Arun Tyagi being arrested by the Police.

31. Admittedly, the Chargesheet has been filed against the accused persons. The other two co-accused are on bail. There is no custodial



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interrogation merited of the Applicant.

32. Considering the totality of the circumstances, the accused is granted Regular Bail, on the following terms and conditions:

- a) The Petitioner/accused shall furnish a personal bond of Rs. 35,000/- and one surety of like amount, subject to the satisfaction of the learned Trial Court.
- b) The Petitioner/accused shall appear before the Court as and when the matter is taken up for hearing;
- c) The Petitioner/accused shall provide his mobile number/changed mobile number to the IO concerned which shall be kept in working condition at all times;
- d) The Petitioner/accused shall not indulge in any criminal activity and shall not communicate or intimidate the witnesses.
- e) In case the Petitioner/accused changes his residential address, the same shall be intimated to learned Trial Court and to the concerned I.O.

33. The copy of this Order be communicated to the concerned Jail Superintendent as well as to the learned Trial Court.

(NEENA BANSAL KRISHNA)
JUDGE

MARCH, 11, 2025
va/rk