



2025:DHC:1250



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

Date of decision: 19.02.2025

+ BAIL APPLN. 398/2022, CRL.M.A. 20544/2024, CRL.M.A. 30267/2024 & CRL.M.A. 30268/2024

SHRI NAR SINGH SHAH

.....Petitioner

Through: Mr. Ashvin Vaish and Mr. Rajat
Pahwa, Advocates.

versus

STATE

.....Respondent

Through: Mr. Laksh Khanna, APP for the State.
SI Mukesh Kumar, P.S. AGS/Crime
Branch.

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CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

MANMEET PRITAM SINGH ARORA, J (ORAL):

1. The present application has been filed under Section 439 of the Criminal Procedure Code, 1973 (Cr.P.C.) seeking grant of regular bail in FIR No. 119/2021, registered at Police Station (P.S.) Crime Branch under Sections 420/406/506/467/468/471 and 201 of Indian Penal Code, 1860 (IPC).

Brief facts forming subject matter of FIR No. 119/2021

2. It is stated that one Mr. Ankur Bajoria, took a loan from Union Bank for his business. It is stated that the said loan account was declared as Non-performing Asset (NPA) in 2019. It is stated that the said Mr. Ankur Bajoria was trying to settle the NPA account with the bank but was unable to do so.

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It is stated that the Applicant herein, who was known to the father-in-law of Mr. Ankur Bajoria i.e., Dr. Alok Aggarwal/complainant, got to know about the said NPA account and offered to help in repaying the loan. It is stated that the Applicant represented to Dr. Alok Aggarwal that he has contacts in the concerned bank and he can persuade the said bank to enter into a settlement for repayment of half or one-third of the principal and interest amount due under the NPA loan account.

2.1. It is stated that the Applicant in October, 2019 informed to Dr. Alok Aggarwal that the bank is ready to make a one-time settlement of the due loan amount of Rs. 15 Crores for Rs. 8 Crores.

2.2. It is stated that the Applicant asked Dr. Alok Aggarwal to give the repayment amount to the Applicant in cash. It is stated that a substantial amount was given in cash by Dr. Alok Aggarwal and his son-in-law to the Applicant and other amounts were paid through RTGS.

2.3. It is stated that Dr. Alok Aggarwal became suspicious of the activities of the Applicant when no settlement document was provided and thereafter, he made complaint to the P.S. Crime Branch, which was registered as FIR No. 119/2021.

2.4. It is stated that in Bail Matter numbered as 2988/2021 filed by the Applicant before the Trial Court, the Trial Court on 16.10.2021 recorded the undertaking of the Applicant with respect to timely repayment of the entire amount as reflected in the FIR including the amount paid to him by Dr. Alok Aggarwal and his son-in-law through cash and bank transfers. It is stated that relying on said undertaking, the Trial Court granted interim bail to the Applicant till 02.11.2021 to enable him to make the agreed part payment.

2.5. It is stated that on 02.11.2021 the Trial Court recorded that the



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Applicant has made total repayment of Rs. 75 Lakhs and extended the interim bail granted. It is stated that on 14.12.2021 the matter was re-listed awaiting the outcome of mediation.

2.6. It is stated that the matter was listed before the Trial Court on 25.01.2022 wherein the Counsel for the complainant submitted that the Applicant resiled from his undertaking of settling the matter in mediation and that the interim bail was obtained by giving a false assurance to the Court to the effect that the matter would be amicably settled. It is stated that vide the said order the bail application [2988/2021] was dismissed by the Trial Court.

2.7. Challenging the said dismissal order, the present application was filed by the Applicant seeking regular bail.

Arguments of the Parties

3. Learned counsel for the Applicant states that he relies upon the orders dated 14.02.2022, 13.12.2022, 23.10.2024 and 10.01.2025 passed by this Court to state that Applicant and the complainant/Respondent No. 2 have agreed that upon the Applicant making a payment of Rs. 4.54 Crores to the complainant and to the parties jointly filing a petition for quashing. The orders dated 14.02.2022, 13.12.2022, 23.10.2024 and 10.01.2025 reads as under:

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* IN THE HIGH COURT OF DELHI AT NEW DELHI
+ BAIL APPLN. 398/2022
SHRINAR SINGH SHAH

.... Petitioner

Through: Mr. Ashwin Vaish, Adv.

versus

STATE

...Respondent

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Through: Mr. Amit Ahlawat, APP for the
State. Mr. Mayank, Adv. for the
complainant.

CORAM:

HON'BLE MR. JUSTICE RAJNISH BHATNAGAR

ORDER

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14.02.2022

CRL.M.A. 2149/2022 (for exemption)

Exemption allowed, subject to all just exceptions.

The application stands disposed of.

BAIL APPLN. 398/2022

1 This is a petition filed by the petitioner under Section 439 Cr.P.C. seeking regular bail in ease FIR No. 119/2020 under Sections 420/406/506/467/468/471/201 IPC registered at Police Station Crime Branch.

2. Issue notice. Learned APP appears on advance notice, and accepts notice.

3 It is submitted by the counsel for the petitioner that petitioner has made payment of 25 lacs today morning to the complainant, which fact has not been disputed by the counsel for the complainant. It is further submitted by the counsel for the petitioner that till today out of the total amount of Rs 4.54 crores, a sum of Rs. 1 crore has been paid by the petitioner. Counsel for the petitioner has drawn the attention of this Court to para 10 of his payment of Rs.3,79,71,700/-. Since he has paid a sum of Rs.25 lacs, now the balance comes to Rs.3,54,71,700/-. As per the proposed schedule, payment of Rs.25,00,000/- is to be made in May, 2022, Rs.25,00,000/- is to be made in July, 2022. Payment of Rs. 1,00,00,000/- is to be made in August 2022. Another payment of Rs. 50,00,000/- is to be made in September, 2022, and remaining payment of Rs. 1,79,71,700/- will be made in October, 2022.

4. It is submitted by the counsel for the complainant that petitioner may be directed to clear arrears in the first week of each month. **Counsel for the petitioner submitted that he has received instructions from the petitioner, who is present through VC, that there would be no default. Petitioner, who is present through VC, submitted that he would adhere to the formula of payment given by him to the Court.**

5. It is submitted by the counsel for the petitioner that after the entire

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payment is made to the complainant, the parties may go for quashing. Counsel for the complainant submitted that they would cooperate in the quashing petition on payment of the entire settled amount.

6. On the other hand, learned APP submitted that State is also a party to the proceedings, and he would file reply in case quashing petition is filed, we shall cross the bridge when it will come.

7. List on 24th August, 2022. Till the next date of hearing, no coercive action be taken against the petitioner.

RAJNISH BHATNAGAR, J

FEBRUARY 14, 2022/ib

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

+ BAIL APPLN.398/2022 , CRL.M.A.15607/2022

SHRI NAR SINGH SHAH

..... Petitioner

Through: Mr.Ashwin Vaish, Mr.V.Thomas,

Advocates with petitioner in person.

versus

STATE

..... Respondent

Through:

Mr.Harpreet Singh Popli, APP for
the with SI Anuj Chhikara, PS
Crime Branch. Mr.Mayank
Kshirsagar, Advocate for
complainant.

CORAM:

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

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13.12.2022

CRL.M.A.25980/2022

1. This application is filed for modification of orders dated 14.02.2022 and 21.02.2022.

2. It is the submission of the learned counsel for the petitioner on 14.02.2022 the petitioner agreed to pay an amount of Rs.4.54 crores in all in the manner as stated in para 3 of the order dated 14.02.2022 and the last payment was to be made on or before October, 2022.

3. Due to some financial difficulties the petitioner was unable to make the payment and seeks re-scheduling of the payment plan.

4. It is submitted now the balance amount of Rs.2.49 crores shall be paid in the following manner:

a. Rs.49.00 lacs in February, 2023;



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**b. Rs.1.00 crore in April, 2023 and
c. Rs.1.00 crore in July, 2023.**

5. The learned counsel for the petitioner also agrees to pay 8% per annum interest on the balance amount of Rs.2.49 crores w.e.f. 01.11.2022.

6. The petitioner shall file an undertaking to the effect within a week from today, that he shall make the payments in the manner stated above in para 4. Since, the petitioner is present and the order is passed with his consent, he agrees to abide by the payment schedule in time as stated above, lest the consequences would follow.

7. The two dishonored cheque(s) of Rs.50.00 lacs and Rs.30.00 lacs shall not be misused by the respondent/complainant in case the payment schedule is adhered to and shall be returned to the petitioner on receipt of payment.

8. The application stands disposed of.

9. Interim order to continue.

CRL.M.A.15607/2022

10. In view of the order passed above, the application stands disposed of. **BAIL APPLN.398/2022**

11. List on 22.03.2023.

YOGESH KHANNA, J.

DECEMBER 13, 2022

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*** IN THE HIGH COURT OF DELHI AT NEW DELHI
+ BAIL APPLN. 398/2022 CRL.M.A. 20544/2024 CRL.M.A.
30267/2024 CRL.M.A. 30268/2024**

SHRI NAR SINGH SHAH

.....Petitioner

Through: Mr. Ashwin Vaish, Mr. V
Thomas, Mr. Rohan Nair S, Adv.
versus

STATE

.....Respondent

Through: Mr. Amit Ahlawat, APP for
State
SI Sachin PS Crime Branch
Mr Mayank Kshirsagar & Mr Parth
Sarathi, Advocates for complainant

CORAM:

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**HON'BLE MR. JUSTICE ANISH DAYAL****ORDER**

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23.10.2024

1. Pursuant to order dated 7th October 2024 another Rs.5 lakhs have been paid to complainant.
2. Counsel for complainant states that he does not have any instructions as yet whether any such payment has been received or not.
3. Counsel for petitioner states that balance Rs.35 lakhs shall be tendered in two instalments on or before 1st January 2025.
4. Accordingly, list on 10th January 2025 for reporting compliance of statement made by counsel for petitioner, on instruction.
5. Interim orders to continue till then.
6. Order be uploaded on the website of this Court.

ANISH DAYAL, J**OCTOBER 23, 2024/sm**

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*** IN THE HIGH COURT OF DELHI AT NEW DELHI****+ BAIL APPLN. 398/2022 & CRL.M.As. 20544/2024, 30267/2024, 30268/2024****SHRI NAR SINGH SHAH****.....Petitioner**

Through: Mr. V. Thomas, Mr. Rajat Pahwa
and Mr. Rohan Nair, Advocates Mr. Ashwin
Vaish, Advocate
versus

STATE**.....Respondent**

Through: Mr. Laksh Khanna, APP for State
along with SI Sachin Gulia, PS: Crime Branch
Mr. Parth Sarathi, Mr. Mayank, Mr. Tushar
Singh and Mr. Khyati Jain, Advocates

CORAM:**HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA****ORDER**

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10.01.2025**CRL.M.A. 537/2025 (Application filed under Section 528 BNSS seeking modification of the order dated 23.10.2024)**

1. The present application has been filed by the Petitioner under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (BNSS)

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seeking modification of the undertaking recorded in the order dated 23.10.2024.

2. This Court finds no merit in the application and in fact, it is of the opinion that the Petitioner has been in repeated violation of the undertakings given to this Court.

3. After some arguments, learned counsel for the Applicant/Petitioner states that the Petitioner will abide by the extension of time as approved by this Court and not seek any further extension.

4. **After considering the arguments advanced, this Court is of the opinion that final opportunity be granted to the Petitioner to pay the entire outstanding principal amount of Rs. 34,00,000/- to the Respondent or on before 10.02.2025, failing which, the interim orders shall stand automatically vacated without seeking any reference from this Court.**

4.1 **It is clarified that if the Petitioner fails to make the payment of Rs. 34,00,000/-, the Complainant will be entitled to retain the monies already received during these proceedings.**

5. It is clarified that the extension of timelines sought as per paragraph '3' of the present application has been declined.

6. With the aforesaid directions, the application stands disposed of.

BAIL APPLN. 398/2022

7. List on 19.02.2025.

8. Subject to the directions issued at paragraph 4 hereinabove, interim orders to continue.

MANMEET PRITAM SINGH ARORA, J
JANUARY 10, 2025/rhc/sk"

3.1 He states that since the undertaking to make the payment of Rs. 4.54 Crores was time bound as recorded in the order dated 14.02.2022 and there was a delay by the Applicant in making the said payments, the Applicant and the complainant/Respondent No.2 agreed that the Applicant would be liable to pay interest to the complainant/Respondent No.2, and this fact is recorded in order dated 13.12.2022 passed by this Court.

3.2 He states that Applicant herein has paid a sum of Rs. 4.20 Crores, however, there has been delay in making payment of the balance amount of



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Rs. 34 lakhs towards the principal amount and the interest amount which would have accrued due to the delayed payments of the installments. He states that it is the estimate of the Applicant that there may be an amount of Rs.15-20 Lakhs payable towards interest apart from the due and balance principal amount of Rs. 34 Lakhs, which remains to be paid.

3.3 He states that on 10.01.2025, when an application was filed by the Applicant seeking extension of time to deposit the balance amount of Rs. 34 Lakhs, this Court *vide* directions at Paragraph 4.1 of the said order had observed that if the Applicant herein fails to make a deposit of Rs. 34 Lakhs within the time granted, the complainant/Respondent No.2 will be entitled to forfeit the amount of Rs. 4.20 Crores received by him.

3.4 He states that the Applicant has impugned the directions issued at Paragraph 4.1 of the order dated 10.01.2025 in SLP CRL. No. 2258/2025 wherein the Supreme Court has issued notice and has observed that no coercive steps will be taken against the Applicant herein. He states, therefore, the directions in order dated 10.01.2025 is subjudice before the Supreme Court.

3.5 He states that in addition, the Applicant has also impugned the direction at Paragraph Nos. 4 and 8 of the order dated 10.01.2025, which stated that the interim orders granted on 03.02.2022 shall stand vacated, in case the amount of Rs. 34 Lakhs is not paid.

3.6 He states that the Applicant will join the trial proceedings and diligently attend the trial.

4. In reply, learned APP states that the Applicant had initially approached the learned ASJ to make an offer for making re-payment to the complainant for the amounts due.



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4.1 He states that an interim bail was granted by ASJ on 16.10.2021 wherein the Applicant had made express representation that he will make payment of Rs. 4.54 Crores [i.e. the cheated amount] to the complainant within a period of one year. The order dated 16.10.2021 is reproduced hereunder:

“Bail Matters 2988/2021
STATE Vs. NAR SINGH SHAH
FIR NO. 119/2021
PS CIME BRANCH-SOUTH EAST
16.10.2021

Present: Sh. V, Thomns, Lei. Counsel for Accused/applicant.
Sh, Wasi-Ur- Ruhman, Ld. Addl. PP for the state
with IO.
Sh. Mnynnk Kshirsagnr, Ld, Counsel for the
complainant.

Submissions heard. Record perused.

Ld. Counsel for the applicant/accused submitted that without prejudice to his rights, the accused wishes to make payment of the entire amount as reflected in the FIR inclusive of the amount paid through bank channels and also which was paid in cash.

Ld. Counsel for the accused further submitted that the total amount is Rs. 4.54 Crores out of which Rs. 30 lakhs has been paid by ODs and further payment of Rs.45 lakh shall be paid within 15 days and the balance amount shall be liquidated upon agreed terms within a period of one year from today and the mode of payment shall be decided before the Mediation Centre, Hon'ble High Court of Delhi.

Ld. Counsel for the complainant has agreed to the above said terms and conditions offered by the accused and has received received three demand drafts mentioned in the statement of Ld. Counsel for the accused. The statements of Ld. Counsel for the accused and complainant have been recorded separately to the abovesaid effect.

Ld. Counsel for the complainant submitted that cheated amount is huge and there is element of forgery and the accused has yet to make the payment of balance amount, the accused should not be granted regular bail and to show his bonafide for making the balance amount in compliance of the statement made by his counsel today in the Court, the accused may be granted interim bail.



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Without commenting upon the merits of the case, it has come on record that the accused wishes to make the entire payment to the accused. He has paid Rs. 30 lakh to the complainant and Rs. 45 lakh is to be paid within 15 days from today as stipulated in the statement recorded today, **at the first instance I am enlarging the accused on interim bail till 2.11.2021 on his furnishing personal bond in the sum of Rs.25,000/- with one surety in the like amount to the satisfaction of the Ld. Trial Court/Duty MM to enable him to make agreed payment of Rs. 45 lakh.**

Re-list the bail application on 2.11.2021 on which date further directions shall be passed. I note that merits of the case are not touched herein and it is only on consent of the parties aforesaid order has been passed.”

4.2 He states, however, the Applicant failed to comply with the undertaking made before the Trial Court and in these facts on 25.01.2022, the Trial Court dismissed the regular bail application having observed that the Applicant has failed to abide by his undertaking made before this Court. The order dated 25.01.2022 is reproduced hereunder:

“Bail application No. 2988/21
STATE Vs. Nar Singh Shah
FIR NO. 119/21
PS Crime Branch
U/s : 420/406/506/467/468/471/201 IPC.
Hearing conducted through Video
Conferencing-CISCO Webex Meeting.

25.01.2022

Present: Ms. Sandhya, Ld. Proxy Counsel for sh. Rajpal Kasan, Ld. Counsel for applicant/accused Nar Singh Shah.
Sh. Wasi-Ur-Rahman, Ld. Addl. PP for the state.
Sh. Mayan Kshiragar, Ld. Counsel for the complainant.
This is an application u/s 439 CrPC filed on behalf of the applicant/accused for grant of regular bail.
Reply to the application has already been filed on behalf of the IO
Today, the case was listed for settlement/arguments on the bail application.

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Ld. Counsel for the complainant submitted that the applicant/accused has cheated the complainant to the tune of Rs. 4.54 crores and **under the false promise of settlement, the applicant/accused was granted interim bail till 2.11.201 by Ld. Predecessor of this Court which was further extended from time to time till date.**

Ld Counsel for the complainant further submitted that the applicant/accused backed out his promise to settle the matter after making payment of Rs. 75 lakh out of total cheated amount of Rs. 4.54 crore.

The IO in his reply dated 12.10.2021 has emphatically stated that total amount of Rs 4,54,70,000/- has been given by the complainant to the applicant/accused and details of payment has been mentioned in para 5 of his reply. The applicant/accused was arrested in this case on 9.9.2021. Thereafter, he was granted interim bail on 16.10.2021 for specific purpose of making the entire payment to the complainant, without touching the merits of the case. The said interim order dated 16.10.2021 was passed only on the consent of the parties. **Now, the applicant/accused has failed to honour his said promise to make the entire cheated amount to the complainant. The applicant/accused cannot be allowed to take the Court for a ploy ride under the garb of settlement. The allegations against the applicant/accused are serious in nature.**

Taking stock of entire facts and circumstances of the case in hand, gravity of the offence, particularly the conduct of the applicant/accused as reflected on record regarding settlement/payment to the complainant, I do not see any merit in the application. The application is accordingly dismissed. Copy of this order be communicated to 10/SHO concerned for information and necessary action

Dasti allowed”

4.3 He states it is in this background that the matter came before this Court and on 14.02.2022, the Applicant once again made assurances with respect to time bound payments.

4.4 He states that the chargesheet already stands filed in this matter. He states that Forensic Science Laboratory (FSL) report is awaited. He states



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that the next date of hearing before the Trial Court is 14.04.2025 and cognizance has already been taken in this matter.

5. Learned counsel for the complainant/Respondent No.2 states that the present bail application may be kept pending so as to review whether the Applicant shall make further payments of outstanding principal amount of Rs. 34 lakhs and the interest on the delayed payment.

Analysis and Conclusion

6. This Court has considered the submissions of the parties and perused the record.

7. At the outset, this Court finds no ground for keeping the present bail application filed in the year 2022 pending.

8. In view of the fact that (i) the investigation is complete; (ii) the charge-sheet already stands filed; and (iii) that the matter is now listed before the Trial Court on 14.04.2025; therefore, this Court deems it suitable for the Applicant to be enlarged on regular bail. As a result, the Applicant is directed to be released on regular bail upon providing a personal bond in the sum of Rs. 1,00,000/- with one (1) surety of the like amount subject to the satisfaction of the Trial Court, and further subject to the following conditions:

- (i) Applicant will not leave the country without prior permission of the Court.
- (ii) Applicant shall provide permanent address to the Trial Court. The Applicant shall intimate the Court by way of an affidavit and to the IO regarding any change in residential address.
- (iii) Applicant shall appear before the Court as and when the matter is taken up for hearing.



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- (iv) Applicant shall join investigation as and when called by the IO concerned.
- (v) Applicant shall provide all mobile numbers to the IO concerned which shall be kept in working condition at all times and shall not switch off or change the mobile number without prior intimation to the IO concerned.
- (vi) Applicant will report to the concerned IO every second and fourth Friday of every month, at 11 A.M.
- (vii) Applicant shall not indulge in any criminal activity and shall not communicate with or come in contact with any of the prosecution witnesses, or tamper with the evidence of the case.

9. It is made clear that the directions issued by this Court in Paragraph No. 4.1 of the order dated 10.01.2025 shall remain, subject to the final decision passed by the Supreme Court in SLP CRL. No. 2258/2025.

10. This Court would like to take a note of the conduct of the Applicant wherein, he has willfully failed to comply with the repeated undertakings made before the Trial Court, and this Court which is duly documented in the orders dated 16.10.2021, 25.01.2022, 14.02.2022, 13.12.2022 and 10.01.2025 reproduced above and the said conduct of the Applicant shows breach of undertakings given to the Court and thus, show an absolute disregard for the rule of law. It was this conduct of the Applicant which led to the direction at paragraph no. 4.1 of the order dated 10.01.2025 and therefore, this issue will also be decided in the pending SLP.

11. Learned counsel for the Applicant has contended that the directions at Paragraph Nos. 4 and 8 of the order dated 10.01.2025 have also been challenged in the said SLP. It is therefore, clarified that the grant of the



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present bail shall remain subject to the outcome of the SLP and Respondent No. 2 will be at liberty to raise its contentions with respect to outstanding payment of Rs. 34 lakhs and interest on the delayed payment before the Supreme Court.

12. Copy of the order be sent to the Jail Superintendent for information and necessary compliance.

13. Accordingly, the present application is disposed of. Pending applications (if any) are disposed of as infructuous.

14. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA
(JUDGE)

FEBRUARY 19, 2025/MR/sk

Click here to check corrigendum, if any

Signature Not Verified

Signed By:HEMANT PRATAP
SINGH

Signing Date:20-02-2025 11:55:36

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