



2025:DHC:2431



\$~

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% *Judgment delivered on :08.04.2025*+ **BAIL APPLN. 1275/2025 & CRL.M.(BAIL) 719/2025****RAJEEV DHINGRA**

.....Petitioner

Through: Mr. Mohit Mathur, Sr. Adv.
with Mr. Jaspreet Singh
Rai, Mr. Rohit Nagpal, Mr.
Krish Mahajan, Ms. Sukhdeep
Kaur Rai, Ms. Vasudha Gupta,
Mr. Ankur Singh, Mr.
Devinder Singh, Mr. Ravi
Kumar, Mr. Swetabh Kumar,
Advocates

versus

STATE NCT OF DELHI

.....Respondent

Through: Mr. Naresh Kumar Chahar,
APP for the State.
Mr. Manu Sharma, Sr. Adv.
with Ms. Shrishti Juneja and
Mr. Abhyuday Sharma,
Advocates for complainant.

CORAM:**HON'BLE DR. JUSTICE SWARANA KANTA SHARMA****JUDGMENT****DR. SWARANA KANTA SHARMA, J**

1. The applicant, by way of this application, has sought anticipatory bail as he apprehends his arrest in case arising out of FIR



2025:DHC:2431



No. 114/2025, registered at Police Station Greater Kailash, Delhi, for offences punishable under Sections 420/406/34 of the Indian Penal Code, 1860 [hereafter '*IPC*'].

2. Issue notice. Mr. Naresh Kumar Chahar, learned APP accepts notice on behalf of the State.

3. Briefly stated, the facts of the case are that the present FIR was registered on the complaint of Mr. Nikhil Bajaj against the accused persons, namely Mr. Rajeev Dhingra (the applicant herein), Mrs. Ruchika Dhingra, and Mr. Raj Kumar Dhingra. In the complaint, the complainant stated that in the month of May 2023, the applicant had approached him, expressing his desire to sell a property in Greater Kailash-I, being the Ground Floor with a Front Lawn and Rear Courtyard along with 32.5% undivided, indivisible, and impartible ownership rights in land measuring 300 sq. yards, bearing No. S-28, Greater Kailash Part I, New Delhi-110048. Upon the assurances and undertakings given by the applicant that he had the requisite title and right to transfer the said property, the complainant, solely relying on the representations made by the applicant, had agreed to purchase the said property for a total sale consideration of ₹2,30,00,000/-, including all rights, title and interest, easements, privileges, and appurtenances. It is alleged that the applicant had also attended various meetings to assure the complainant and his family of their *bona fides* and to build a familial relationship so that the complainant had no reason to doubt their intention. Thereafter, an Agreement to



2025:DHC:2431



Sell dated 03.06.2023 was executed between the parties, encapsulating the understanding between them. It is stated that at the time of execution of the Agreement to Sell, an amount of ₹1,96,00,000/- was paid by the complainant towards partial payment of the sale consideration. It is further stated that since a substantial amount of money had been paid, the original title deeds of the said property were also handed over to the complainant, and it was agreed that the balance of the sale consideration would be paid by the complainant to the accused persons, including the applicant herein, at the time of registration of the said property. Furthermore, as alleged, at the time of execution of the Agreement itself, the accused persons had unequivocally agreed to finish the work as per the specifications discussed between them within three months. However, despite the lapse of more than a year since the execution of the Agreement, the accused persons had failed to honour their commitments under the aforesaid Agreement. The complainant had allegedly sent multiple reminders to the accused persons to perform their obligations; however, they had kept evading and misrepresenting to the complainant that a date for registration would soon be given. The complainant had also approached Mrs. Ruchika seeking an update; however, she also had fallaciously misled the complainant by stating that the registration would soon be completed. However, no response had been received by the complainant. It is further alleged that the complainant had later learnt that the accused persons had already sold the said property to a third party in 2022, even prior to the execution



of the Agreement to Sell with the complainant. Thus, at the time of execution of the Agreement to Sell in June 2023, the accused persons were fully aware that they were defrauding and misrepresenting to the complainant and his family regarding the sale of the said property, without even having title at that time. Furthermore, as part of the entire conspiracy, Mrs. Ruchika Dhingra specifically, during one of the meetings, had deceitfully shown the complainant documents pertaining to previous owners and also handed over the original documents of the said property to the complainant with the sole intention to deceive and defraud him. It is thus alleged that the accused persons had played a fraud on the complainant and his family, and cheated the complainant of huge amounts of money by falsely and maliciously misrepresenting their ownership of the said property, only in order to usurp the money of the complainant and his family. On the basis of the aforesaid allegations, the present FIR came to be registered.

4. The learned senior counsel appearing for the applicant argued that the applicant is innocent and has been falsely implicated in the present matter. It was argued that the custodial interrogation of the applicant is not required as the entire case of the prosecution is based upon documentary evidence. The learned senior counsel contended that the applicant had obtained a friendly loan from the complainant, of ₹1,96,00,000/- and out of the said amount, he has already returned a sum of ₹1,67,95,000/- to the complainant, and this fact had deliberately been concealed by the complainant. It was further argued



that the dispute between the parties is essentially civil in nature, which has been given a colour of criminal case. It was also argued that the police had initially conducted an inquiry in this matter and concluded that no offence was made out, and in fact, the Agreement to Sell dated 03.06.2023 was a fabricated document. It was submitted that the applicant was ready and willing to join the investigation, as and when required, and thus, it was prayed that he be granted anticipatory bail.

5. On the other hand, the learned APP for the State argued that the applicant has systematically cheated the complainant of a huge amount of ₹1,96,00,000/- by deceitfully executing an Agreement to Sell dated 03.06.2023 in respect of the property in question, which did not belong to the applicant. It was therefore prayed that the present bail application be dismissed.

6. The learned senior counsel appearing for the complainant also addressed arguments, while assisting the learned APP for the State, and prayed for dismissal of the bail application. He argued that the applicant herein had cheated the complainant by entering into an Agreement to Sell with the complainant in respect of a property which he had already sold to another party, and *qua* the said transaction, he had obtained a sum of ₹1,96,00,000/- from the complainant. It is also argued that the amount of ₹1,67,95,000/- paid by the applicant to the complainant(s) also includes substantial sums pertaining to other financial transactions between them, and



have no relation to the present transaction. It is also submitted that the applicant is a habitual offender and several other similar cases (civil in nature) are pending against him. It is also contended that Non-Bailable Warrants (NBWs) have already been issued against the applicant, and therefore, he is not entitled to grant of anticipatory bail in view of law laid down by the Hon'ble Supreme Court.

7. This Court has **heard** arguments addressed by the learned counsel appearing for the parties, and has also perused the material available on record.

8. In a nutshell, the allegations against the present accused/applicant are that he, along with the co-accused persons, had dishonestly induced the complainant to enter into an Agreement to Sell and part with ₹1,96,00,000/- by falsely representing ownership of a property which had already been sold to a third party in the year 2022.

9. This Court's attention was drawn by the learned senior counsel for the applicant, to Annexure A-5 of the bail application, which is a reply obtained from ACP, C.R. Park Division, Delhi, in respect of the complaint lodged by the complainant in this case. It is evident from the said reply that after conducting enquiry into the allegations levelled by the complainant, the complaint was closed. A perusal of the said reply brings forth the following:

- The complainant had joined enquiry and submitted certain documents, and the transactions pertaining to transfer



2025:DHC:2431



of money to the applicant herein were verified.

- The present applicant had also joined the enquiry and informed the police that he had obtained a friendly loan of ₹1,96,00,000/- from the complainant, but never sold the property in question to him. He also informed that he was having such financial (friendly) transactions with the complainant for the last several years.
- The Agreement to Sell submitted by the complainant could not be verified by the police as it was not notarized, and there were no public witnesses cited on the said Agreement.
- The Agreement to Sell attached with the complaint by the complainant did not contain the names and signatures of any public witnesses, whereas the complainant handed over an Agreement to Sell pertaining to the property in question on 12.11.2024 to the police, and this Agreement contained the names and signatures of public witnesses. The Agreement to Sell in question was thus not found credible by the police.
- It was opined that the dispute was of civil nature and no cognizable offence was disclosed.

10. Therefore, even though the police had later registered the present FIR, it was noted in the preliminary enquiry conducted by the police that the Agreement to Sell relied upon by the complainant was doubtful. It is also material to note that the said Agreement mentions that as on date of entering the agreement i.e. 03.06.2023, an amount of ₹1,96,00,000/- had already been paid to the applicant herein;



2025:DHC:2431



however, it was revealed during the course of enquiry that sum of ₹1,47,00,000/- had been transferred only on subsequent dates such as 07.06.2023, 08.06.2023 and 15.06.2023.

11. This Court also notes that the parties herein i.e. the complainant and the accused have not disputed that they have a long time business relationship, where huge amounts of money were exchanged between the parties frequently. The contention of the complainant is that the amount returned by the applicant i.e. ₹1,67,95,000/- out of ₹1,96,00,000/- does not pertain entirely to the present transaction but towards other transactions, earlier entered into between the parties. In this regard, it was contended that the payment of amount of ₹55 lakhs to Mr. Vinod Kumar Bajaj has been wrongly portrayed by the accused as pertaining to the present case, but the said payment was towards return of advance paid by Mr. Vinod Kumar Bajaja in respect of another property to the present applicant in the year 2020-21. Even if these contentions are considered, it is apposite to note that the complainant itself was not able to place before the Court, as to which transactions were being referred to and why this huge amount was paid to the applicant herein by the complainant, without there being any agreement of loan or documents showing any other transaction.

12. Further, it was contended by the learned senior counsel for the complainant, that the applicant herein is not entitled to anticipatory bail since NBWs have been issued against him. Having taken note of



2025:DHC:2431



the decisions relied upon by the learned senior counsel, including the decisions in *Srikant Upadhyay v. State of Bihar*: 2024 SCC OnLine SC 282 and *Lavesh v. State of NCT of Delhi*: (2012) 8 SCC 730, this Court is of the opinion that the said decisions are not applicable to the facts of the present case, since in all these decisions, the Hon'ble Supreme Court has held that an accused against whom NBWs have been issued as well as proceedings under Section 82 of Cr.P.C. have been initiated or culminated, should not be granted anticipatory bail. There is no absolute bar in granting anticipatory bail to an accused against whom NBWs have issued. It is also well-settled that the Court, in its discretion, on the basis of the facts and circumstances of the case, can grant anticipatory bail to an accused even in a case wherein NBWs have been issued.

13. In the circumstances as discussed above, this Court without commenting on the merits of the case, as the case is under investigation and the investigation is to be carried out regarding genuineness of the alleged transactions, including the alleged Agreement to Sell, which the police had itself found doubtful earlier, this Court is inclined to grant anticipatory bail to the present applicant. Thus, in the event of arrest, the applicant shall be released on bail on his furnishing a personal bond in the sum of ₹25,000/- with one surety of the like amount, subject to the satisfaction of concerned I.O./S.H.O., on the following terms and conditions:

(i) The applicant shall remain available on mobile numbers;



2025:DHC:2431



shared by him with the Police.

(ii) The applicant shall not directly or indirectly make an attempt to influence the witnesses or tamper with the evidence in any manner.

(iii) In case of change of residential address/contact details, the applicant shall promptly inform the same to the concerned I.O./SHO.

(iv) The applicant shall join and cooperate with the investigation as and when asked by the I.O.

14. The bail application along with pending application is accordingly disposed of.

15. It is, however, clarified that nothing expressed hereinabove shall tantamount to an expression of opinion on the merits of the case.

16. The judgment be uploaded on the website forthwith.

DR. SWARANA KANTA SHARMA, J

APRIL 8, 2025/A