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

\+ BAIL APPLN. 1449/2025

DEEPAK BERI .....Petitioner

Through: Mr. Pradeep Sharma, Advocate.

versus

THE STATE TRHOUGH GOVERNMENT OF NCT.....Respondent

Through: Mr. Naresh Kumar Chahar, APP for State with Mr. Nitin Kumar Poswal and Mr. Gaurav Chaudhary, Advocates and with SI Vikas Bhardwaj.

CORAM:
HON'BLE DR. JUSTICE SWARANA KANTA SHARMA

ORDER

% **26.05.2025**

1. By way of this application, the applicant is seeking grant of regular bail in a case arising out of FIR bearing no. 197/2024, registered at Police Station Mansarover Park, Delhi, for commission of offences punishable under Sections 420/467/468/471/120b/34 of the Indian Penal Code, 1860 (hereafter *'IPC'*).

2. Briefly stated, the facts of the present case are as follows: The complainant had lodged a complaint at P.S. Mansarover Park, Delhi, wherein he alleged that in May 2022, while he was searching for a property to purchase, the accused persons, D.K. Jam, Mukesh Panchal, and Satender Kumar, showed him property bearing No. 1/3278, Khasra No. 573, Gali No. 1, Ram Nagar Extension, Shahdara, Delhi-110032a, which was registered in the name of accused Umesh Rani and the applicant herein, Deepak Beri. After negotiation, a deal was finalized for a total consideration of

₹72,71,000/-, and an Agreement to Sell was executed between the complainant and the accused persons Umesh Rani and Deepak Beri on 30.05.2022. An earnest money amount of ₹7,50,000/- was paid by the complainant at the time of execution of the said agreement. It is alleged that the remaining sale consideration was subsequently paid from time to time, either in cash or *via* RTGS, in the presence of the applicant and other accused persons. Thereafter, on 12.12.2022, the accused Umesh Rani and the applicant herein executed a Sale Deed in favour of the complainant and handed over all relevant documents along with physical possession of the disputed property. One of the accused, Mukesh Panchal, acted as a witness to the said transaction. It was further assured in paragraph 1 of the Sale Deed dated 12.12.2022 that the disputed property was free from all kinds of encumbrances such as sale, mortgage, gift, lien, decree, charge, security, surety, disputes, litigation, etc., and that there was no defect in the title or ownership. It was further stated that if any defect were to be found in the title, the vendee would be indemnified by the vendors. However, on 29.12.2023, officials from the Bank of India, Gandhi Nagar Branch, Delhi (hereinafter "BOI"), visited the said property and affixed a notice directing the occupants to vacate the premises within one month, stating that the property had been mortgaged with the bank and that the co-accused Umesh Rani and the present applicant had defaulted on loan repayment. Based on the complainant's allegations, the present FIR came to be registered.

3. During the course of investigation, the complainant submitted crucial documents to the Investigating Officer (I.O.), including two original Sale Deeds of the property. Upon examination, it was revealed that one of the Sale Deeds, through which the applicant and co-accused Umesh Rani had

purchased the property from one Pradeep Sharma, was executed on stamp paper issued on 03.10.2018. The other Sale Deed, executed in favour of the complainant by the same accused persons, was made on stamp paper issued on 16.08.2022. According to the Status Report, the I.O. observed discrepancies in the signatures of the applicant Deepak on the two Sale Deeds, noting that the signatures appeared to be inconsistent and executed in different styles. Furthermore, during the investigation, the I.O. obtained relevant documents from BOI, including the original Sale Deed of the disputed property in favour of the applicant and co-accused Umesh Rani, which had been mortgaged with the said bank against a home loan obtained by them.The applicant/accused was arrested in connection with the present case on 07.05.2024. Upon completion of the investigation, the charge-sheet was filed before the concerned Court on 08.08.2024.

4. The learned counsel appearing for the applicant argues that the applicant herein has been falsely implicated in the present case and that he has clean antecedents.It is stated that the co-accused Umesh Rani was granted anticipatory bail by the learned Trial Court *vide* order dated 30.11.2024. It is submitted that the charge-sheet has already been filed in the present case and that the applicant herein is not required for any custodial interrogation. It is contended that the charges in the present case have not been framed yet, and that there are 16 witnesses in the present case, and the trial will take a long time to conclude. Thus, it is prayed that the applicant herein be granted regular bail.

5. The learned APP for the State, on the other hand, opposes the present bail application and argues that the allegations in the present case are serious in nature and a huge sum of money is involved. It is stated that the

complainant has already filed an application seeking cancellation of the anticipatory bail granted to the co-accused Umesh Rani, as she had failed to comply with the terms of proposed settlement. It is also submitted that the home loan obtained in the name of the co-accused Umesh Rani and the applicant Deepak Beri, is still outstanding and no payment has been made towards the said loan from December, 2024. It is stated that the charge-sheet in the present case has been filed before the learned Trial Court, and the next date of hearing is 14.07.2025. Therefore, it is prayed that the bail application of the applicant be rejected.

6. This Court has **heard** arguments addressed on behalf of both sides and perused the material available on record.

7. In the present case, this Court is of the opinion that the investigation conducted has revealed that the applicant herein, along with the co-accused Umesh Rani, had purchased the property in question from one Pradeep Sharma and subsequently obtained a home loan from the Bank of India by mortgaging the said property. Both the applicant and co-accused Umesh Rani later defaulted in the repayment of the said loan. Notwithstanding this, the applicant and the co-accused went on to execute a Sale Deed in favour of the complainant for a total consideration of ₹72,71,000/-.

8. This Court further notes, as per the Status Report, that the applicant herein has received an amount of ₹22.5 lakhs through online transfer and cheque, as reflected in the reply filed by the Investigating Officer. In addition, as per the terms of the Sale Deed, the complainant had paid an earnest money amount of ₹7,50,000/- to the applicant and co-accused Umesh Rani, and further, the remaining amount was also paid through cash besides being paid by way of online transactions.

9. Further, the applicant herein cannot claim the benefit of bail on the ground of parity with co-accused Umesh Rani, who has been granted anticipatory bail *vide* order dated 30.11.2024. The co-accused had not only agreed to clear the outstanding loan with the bank but had also compensated the complainant during the course of Mediation proceedings. However, it is also observed that, as per the Status Report, the complainant has already filed an application seeking cancellation of the anticipatory bail granted to co-accused Umesh Rani, on the ground that she has failed to comply with the settlement terms. In particular, it is pointed out that no payment has been made towards the said loan account since December 2024, despite an agreement to repay the loan within a specified timeframe.

10. Considering the totality of facts and circumstances of the case, the gravity of the alleged offence, the nature of the allegations against the applicant, and the fact that a Sale Deed was executed by the applicant in favour of the complainant for a property that was already mortgaged to BOI against a home loan, this Court is of the considered opinion that no ground is made out for the grant of regular bail to the applicant at this stage.

11. Accordingly, the present application stands dismissed.

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

13. The order be uploaded on the website forthwith.

DR. SWARANA KANTA SHARMA, J

MAY 26, 2025/

Click here to check corrigendum, if any