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IN THE HIGH COURT OF DELHI AT NEW DELHI

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BAIL APPLN. 2021/2024

RAJ KARAN

.....Petitioner

Through: Mr. Sunil Dalal, Senior Advocate
with Mr. Vikram Singh, Mr. Nikhil
Beniwal, Mr. Navish Bhati, Ms.
Shipra Bali and Mr. Pratham Chawla,
Advocates.

versus

STATE (NCT OF DELHI)

.....Respondent

Through: Mr. Tarang Srivastva, APP for the
State.
Mr. Pawanshree Aggarwal and Mr.
Abhishek Aggarwal, Advocates for
the complainant.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

06.02.2025

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By way of the present petition filed under section 438 read with section 482 of the Code of Criminal Procedure, 1973, the petitioner seeks anticipatory bail in case FIR No. 0090/2024 dated 02.03.2024 registered under sections 420/467/471/120B of the Indian Penal Code, 1860 at P.S.: K.N. Katju Marg, Delhi.

2. Notice on this petition was issued on 31.05.2024, pursuant to which Status Report dated 19.07.2024 has been filed.
3. The court has heard Mr. Sunil Dalal, learned senior counsel appearing on behalf of the petitioner; Mr. Tarang Srivastva, learned APP appearing on behalf of the State; as well as Mr. Pawanshree Aggarwal, learned counsel appearing for the complainant.



4. Mr. Dalal argues that the dispute which forms the basis of the subject FIR arises from two Agreements to Sell dated 02.09.2020 that were signed by the parents of the complainant, relating to the second floor and the third floor (with roof rights) of property bearing No.18, Block-A, Pocket-7, Sector -16, Rohini, Delhi. For clarity, the second floor of the property was owned by the father and the mother; while the third floor (with roof rights) was owned only by the father of the complainant.
5. Learned senior counsel submits, that simultaneously with the execution of the agreements to sell, the possession of the subject properties was handed-over by the complainant's parents to the petitioner.
6. However it transpired that subsequently the complainant's mother passed away on 04.01.2021 and the father passed away on 13.07.2021 during the then prevailing pandemic.
7. Mr. Dalal submits, that on the demise of the parents, the subject properties devolved by intestate succession upon the complainant (Prabhat Aggarwal) and his brother (Vishal Aggarwal). It is submitted that after the demise of the parents, the complainant's brother Vishal Aggarwal executed a Sale Deed dated 21.07.2022 in relation to his 50% undivided share in subject properties (that was inherited by him) in favour of the petitioner and got the sale deed duly registered with the office of the concerned Sub-Registrar of Assurances, thereby conveying the title to that 50% undivided share in the subject properties in favour of the petitioner.



8. Learned senior counsel submits, that the factum of the agreements to sell having been executed by the complainant's parents with the petitioner has additionally been confirmed by the complainant's brother by way of affidavit dated 29.05.2024 filed in the present proceedings.
9. Mr. Dalal submits, that since the complainant failed to honour the terms of the agreements to sell signed by his parents, the petitioner herein has instituted two separate specific performance suits against the complainant, seeking specific performance of the two agreements to sell, which suits are pending consideration before the learned District Judge, Rohini District Courts, Delhi. However, it is submitted that the complainant has failed to file his written statements of defence in those suits.
10. Learned senior counsel accordingly argues, that whatever be the fate of the dispute between the parties, it is evident that the dispute is essentially of a civil nature; and the complainant has filed the subject FIR only to arm-twist the petitioner in order to gain unfair advantage in relation to that civil dispute.
11. In the circumstances, Mr. Dalal submits, that the petitioner be granted anticipatory bail.
12. On the other hand, Mr. Tarang Srivastva, learned APP appearing on behalf of the State opposes the grant of anticipatory bail, submitting that after the petitioner was granted interim protection *vide* order dated 31.05.2024 made in the present proceedings, he has failed to 'cooperate' in the investigation and has been giving evasive answers



with regard to the agreements to sell that the petitioner is propounding.

13. Learned APP submits, that the petitioner has also failed to provide to the Investigating Officer ('I.O.') the original copies of the said agreements to sell; and in the absence thereof, the I.O. is unable to ascertain the sale consideration for the purported transactions between the petitioner and the complainant's deceased parents nor has the I.O. been able to investigate the complainant's grievance that the agreements to sell are forged documents.
14. Mr. Srivastva says, that initially the petitioner told the I.O. that the original agreements to sell had been filed in the civil suits, but on going through the order sheets of the suits, this statement was found to be untrue. Furthermore, it is submitted that in a subsequent statement given to the I.O., the petitioner said that the original agreements to sell and other related documents were available with the petitioner and that he would produce them, however he failed to do so. Mr. Srivastva submits, that now the petitioner has filed a Non-Cognizable Report claiming that the original documents were destroyed in his car which had caught fire.
15. In the circumstances learned APP argues, that the petitioner is evidently being evasive so as to hide his criminality; and therefore the petitioner's custodial interrogation is required in the case.
16. Mr. Pawanshree Aggarwal, learned counsel appearing on behalf of the complainant submits, that the petitioner could not have been put in possession of the subject properties by his parents, since around the time the petitioner claims he got possession, the complainant's



parents were hospitalised. Learned counsel submits, that the affidavit filed by the complainant's brother supporting the petitioner's case is a result of the collusion and connivance between the complainant's brother and the petitioner.

17. Learned counsel submits, that though the petitioner has got a sale deed registered in his name in respect of a half undivided share in the subject properties, that sale deed has been registered without checking the antecedent title of complainant's brother; and also based on a survivorship certificate, which has been obtained fraudulently from the concerned competent authorities.
18. Mr. Agarwal further argues that there are evident discrepancies between the affidavit filed by the complainant's brother in the present proceedings and the statements made by the brother before the I.O.
19. Having considered the submissions made and the documents placed on record, the following considerations weigh with this court :
 - 19.1. *One*, evidently the foundation of the subject FIR is the dispute arising from Agreements to Sell dated 02.09.2020, which the petitioner claims were signed by the complainant's parents in his favour in relation to the subject properties;
 - 19.2. *Two*, the possession of the subject properties is admittedly with the petitioner, though the complainant contends that the possession has been unlawfully taken by the petitioner from the complainant's deceased parents;
 - 19.3. *Three*, there is admittedly a Sale Deed dated 21.07.2022 signed by the complainant's brother in respect of his half undivided share in the subject properties in favour of the petitioner, which



sale deed has been registered with the concerned Sub Registrar's Office. Though the complainant contends that the sale deed has been obtained by fraudulent means, as of date no suit has been filed by the complainant seeking cancellation of that sale deed. Furthermore, the complainant's brother has signed an affidavit affirming the contents of the agreements to sell and of the sale deed executed in favour of the petitioner; and

19.4. *Four*, two specific performance suits have been filed by the petitioner against the complainant, which are pending consideration in the District Court in Rohini, in which suits however the complainant is yet to file his written statement of defence.

20. Accordingly, this court is of the view, that all else apart, the dispute between the contesting parties is predominantly of a civil nature; that investigation in the subject FIR would proceed essentially on documentary evidence, which documents have been or will be subsequently gathered by the I.O.; and in any event, custodial interrogation of the petitioner would not be necessary.

21. As a sequitur to the above, this court is inclined to allow the present petition for anticipatory bail, thereby directing that in the event of his arrest, the petitioner – **Raj Karan s/o late Shri Narayan Singh** – shall be admitted to bail by the I.O./Arresting Officer ('A.O.') subject to the following conditions :

21.1. The petitioner shall furnish a personal bond in the sum of Rs.1,00,000/- (Rs. One Lac Only) with 02 sureties in the like



amount from family members to the satisfaction of the I.O./A.O.;

- 21.2. The petitioner shall furnish to the I.O. a cellphone number on which the petitioner may be contacted at any time and shall ensure that the number is kept active and switched-on at all times; and
- 21.3. The petitioner shall not contact, nor visit, nor offer any inducement, threat or promise to any of the prosecution witnesses or other persons acquainted with the facts of case. The petitioner shall not tamper with evidence nor otherwise indulge in any act or omission that is unlawful or that would prejudice the proceedings in the pending trial.
22. Nothing in this order shall be construed as an expression of opinion on the merits of the pending matter.
23. The petition stands disposed-of in the above terms.
24. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

FEBRUARY 6, 2025/ak