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

\+ BAIL APPLN. 2437/2025, CRL.M.A. 19261-19262/2025, CRL.M.A. 28378/2025 & CRL.M.(BAIL) 1432/2025

VINOD KUMAR .....Petitioner

Through:

versus

STATE (NCT OF DELHI) .....Respondent

Through: Mr. Mukesh Kumar, APP for State along with Insp. Manjeet Singh, PS NFC.
Mr. I.M Khan and Mr. Chandransh Yadav, Advocates for Complainant.

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

% 19.09.2025

1. The present petition under Section 482 of the Bharatiya Nagarik Surakha Sanhita, 2023[1] (corresponding to Section 439 of the Code of Criminal Procedure, 1973[2]) seeks regular bail in the proceedings arising from FIR No. 402/2023 dated 4th December, 2023, registered under Sections 420/34 of the Indian Penal Code, 1860[3] at P.S. New Friends Colony, Delhi. Upon completion of investigation, a chargesheet was filed, whereby the offences under Sections 467, 468, 471 and 120B were also invoked against

[1] "BNSS"
[2] "CrPC'
[3] "IPC"

the Applicant.

Factual Matrix

2. The case of the prosecution, in brief, is as follows:

2.1. On a complaint filed by one Dr. Nazim Khan (the Complainant), the subject FIR was registered at P.S. New Friends Colony, alleging that in September 2022, the Applicant, Vinod Kumar, along with his brothers Ajay Kumar and Manoj Kumar, in conspiracy with co-accused Iqbal Khan and others, induced the Complainant to purchase about 48 bighas of agricultural land situated at Village Harchandpur, District Baghpat, U.P., for a consideration of INR 11.52 crores, by falsely representing themselves as owners and in possession thereof.

2.2. The Complainant was first invited to the office of co-accused Abdul Ghaffar at *M/s Sahil Estate*, New Friends Colony, and later the accused also visited the Complainant at his office and residence, where they again falsely represented themselves as owners of the land and assured that it was free from encumbrances and title defects. On 12th October, 2022, an Agreement to Sell was executed, witnessed by Iqbal Khan and Abdul Ghaffar, pursuant to which the Complainant paid a sum of INR 1 crore (INR 45 lakhs by RTGS into the Applicant's account and INR 55 lakhs in cash), duly acknowledged by the accused. Subsequently, upon verification from Tehsil Baghpat, it was revealed that the accused had procured title and possession on the basis of forged documents, including a fabricated Will of one Mrs. Bera Grace D'Souza dated 28th March, 2005, and that the property was, in fact, encumbered.

2.3. During investigation, it was further discovered that the Applicant and his associates had cheated several other persons on the pretext of selling the same land, with as many as 12 FIRs registered in District Baghpat between 2023-2024 on similar allegations, mostly under Sections 420, 406, and 506 IPC, and one even under the provisions of the Gangsters Act. The co-accused Abdul Ghaffar and Iqbal Khan also disclosed the role of the Applicant and his brothers in the fraudulent transactions. It was further found that the photocopies of the alleged Will, death certificate of Mrs. D'Souza, and subsequent revenue order(s) were forged. In this manner, it is alleged, the Complainant was cheated by the accused persons by hatching a criminal conspiracy and using fraudulent means, such as forged documents. As a result, the Applicant was taken into custody on 15th March, 2025.

2.4. The Applicant then applied for regular bail before the Trial Court, which was dismissed *vide* order dated 30th June, 2025.

<u>Contentions of the Applicant</u>

3. Counsel for the Applicant, seeking grant of regular bail, makes the following submissions:

3.1. The Applicant has been falsely implicated and that the case of the prosecution is factually incorrect and misleading. Contrary to the prosecution's version, it was not the accused persons who approached the Complainant; rather, it was the Complainant who initially expressed interest in purchasing the subject property and himself approached the Applicant.

3.2. The Applicant never made any misrepresentations, inducements, or fraudulent promises, as is alleged. The title of the Applicant is valid, fair, and cannot be disputed. The allegation that the Applicant or his family members had outstanding liabilities towards banks or financial institutions is misleading, as any such liabilities which may have existed in the past have already been duly settled.

3.3. The Applicant has duly joined the investigation and cooperated with the authorities at every stage. The investigation now stands concluded, and the chargesheet has already been filed. In these circumstances, it is contended that the continued incarceration of the Applicant serves no purpose and would amount to punitive detention.

3.4. As regards the offence under Section 420 IPC, it is argued that there is no material to establish that the Applicant harboured any dishonest or fraudulent intent at the inception of the transaction. In this context, reliance is placed on ***Ranjan Prasad Verma v. State of Bihar***[4]. On the contrary, it was the Complainant who voluntarily approached the Applicant, engaged in negotiations, and executed the Agreement to Sell dated 12th October, 2022.

3.5. It is submitted that it was the Complainant who failed to honour his commitments under the said agreement. Instead of fulfilling his contractual obligations, the complainant chose to lodge the present FIR. Under the express terms of the agreement, the Applicant was entitled to forfeit the advance amount upon breach by the Complainant.

3.6. The Applicant is the lawful owner of the property and vested with full rights to alienate and sell the same. There is no evidence to suggest that the Applicant dishonestly suppressed or misrepresented any material fact, or that he fraudulently induced the complainant to enter into the transaction. The allegations in the FIR are, therefore, baseless, unsupported by material, and represent nothing more than an attempt to criminalize what is essentially a civil dispute. Such an approach, it is urged, is impermissible in law, as has been clarified by the Supreme Court in ***Thermax Ltd. v. K.M. Johny***[5]**.**

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[4] (2000) 4 SCC 168.
[5] (2011) 13 SCC 412.

Contentions of the State

4. On the other hand, Mr. Mukesh Kumar, APP for State, strongly opposes the present bail application and submits as follows:

4.1. The dispute cannot be treated as a mere civil matter, as projected by the Applicant. During investigation, sufficient material has been gathered which reveals the Applicant's active involvement in a series of fraudulent transactions concerning the same parcel of land. In fact, as many as 12 other cases have been registered against the Applicant and his associates in District Baghpat, details of which stand recorded in the status report, all pertaining to multiple victims who were similarly cheated. It is further argued that apart from these cases, approximately 20 to 30 victims have been identified as having been defrauded in relation to the same piece of land.

4.2. Further, it is urged that although the present FIR was initially registered under Section 420 IPC, the investigation has disclosed that the subject land was transferred by the Applicant and his co-accused in connivance with their father and others, by forging documents, including a fabricated Will and a forged death certificate of one Mrs. D'Souza. Accordingly, more serious offences under Sections 467, 468, 471 and 120B IPC were added during the course of investigation.

4.3. It is also highlighted the death certificate of Mrs. D'Souza has been found to be not genuine. The witnesses examined in this regard have categorically stated in their recorded statements that they signed the same only at the instance of one Mr. Jaikaran Singh, father of the Applicant, thereby directly implicating the Applicant and his family in a conspiracy to fabricate documents and cheat multiple persons. It is submitted that the

Applicant is the main beneficiary of the cheated amount of INR 1 crore paid under the Agreement to Sell dated 12th October 2022, which clearly demonstrates his central role in the conspiracy.

Analysis

5. The Court has carefully considered the contentions of both parties. It is undisputed that the chargesheet in the present case has been filed, indicating that the investigation is complete qua the applicant. However, the mere filing of a chargesheet does not *ipso facto* entitle the accused to be released on bail. It is a well settled principle of law that, at the stage of bail, the Court must take into account several factors, such as whether there is any *prima facie* ground to believe the accused has committed the offence, the nature and gravity of the accusation, the severity of potential punishment, the risk of the accused absconding if released, the likelihood of repetition of the offence, and the possibility of witness intimidation or tampering with evidence[6].

6. At this juncture, a matter of particular concern before the Court is the Applicant's involvement in several other cases. While the counsel for the Applicant has submitted that in three cases closure reports have been filed by the prosecution, and that in some cases directions have been issued by the High Court of Judicature at Allahabad for stay or trial, nonetheless the Applicant's criminal antecedents cannot be ignored. The investigation reveals that the subject land has allegedly been fraudulently sold by the Applicant and his co-accused to multiple victims through several Agreements to Sell. So far, approximately 20 to 30 victims have been identified, each allegedly cheated in connection with the same parcel of

land.

7. While the question of title cannot be conclusively adjudicated at this stage, and the Applicant may contend that he is entitled to execute an Agreement to Sell if he holds a valid title, the manner in which the facts have emerged during investigation raises serious concerns. There exists a strong possibility that, if released on bail, the Applicant may reoffend by duping other persons and causing them financial harm. The cheated amount under the present transaction has also not been recovered, and the investigation into the movement of the defrauded sum remains ongoing.

8. The Court also considers it appropriate to refer to the principles laid down by the Supreme Court in ***Bhagwan Singh v. Dilip Kumar alias Deepu alias Deepak and Anr.***[7], which emphasized that bail is a discretionary relief to be granted based on the facts and circumstances of each case. The relevant extract is as follows:

> *"11. **The grant of bail is a discretionary relief which necessarily means that such discretion would have to be exercised in a judicious manner and not as a matter of course. The grant of bail is dependent upon contextual facts of the matter being dealt with by the Court and may vary from case to case.** There cannot be any exhaustive parameters set out for considering the application for grant of bail. However, it can be noted that:*
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> *11.1. **While granting bail the court has to keep in mind factors such as the nature of accusations, severity of the punishment, if the accusations entail a conviction and the nature of evidence in support of the accusations.***
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> *11.2. **Reasonable apprehensions of the witnesses being tampered with or the apprehension of there being a threat for the complainant should also weigh with the Court in the matter of grant of bail.***
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> *11.3. **While it is not accepted to have the entire evidence establishing the guilt of the accused beyond reasonable doubt but there ought to***

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[6] ***Prasanta Kumar Sarkar v. Ashis Chatterjee & Anr.*** (2010) 14 SCC 496

[7] 2023 INSC 761.

be always a prima facie satisfaction of the Court in support of the charge.

11.4. Frivolity of prosecution should always be considered and it is only the clement of genuineness that shall have to be considered in the matter of grant of bail and in the event of there being some doubt as to the genuineness of the prosecution, in the normal course of events, the accused is entitled to have an order of bail."

[Emphasis Supplied]

9. In the present case, having regard to the overall facts and circumstances, including the Applicant's antecedents, the multiple victims allegedly cheated, and the use of forged documents in executing fraudulent Agreements to Sell, the Court finds no compelling reason to relax the stringent considerations underlying bail. The nature and gravity of the allegations, coupled with the risk of the Applicant repeating similar offences and interfering with the investigation, weigh heavily against his release.

10. In view of the foregoing, the Court is not inclined to grant bail to the Applicant at this stage. Accordingly, the application for bail is dismissed along with the pending applications.

SANJEEV NARULA, J

SEPTEMBER 19, 2025/MK