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

+ **BAIL APPLN. 2828/2025**

JYOTI SHARMA

.....Petitioner

Through: Mr. K.K. Manan, Sr. Adv. with Mr. Sanjeev Manan, Ms. Udit Bali, Mr. K.S. Choudhary and Mr. Om Prakash Gupta, Adv.

versus

STATE (NCT OF DELHI)

.....Respondent

Through: Mr. Satish Kumar for Ms. Meenakshi Dahiya, APP for State

Mr. Ishu Kanwal, Adv. for complaint

Mr. Amit Kr. Mishra and Ms. Sarika Kumari Mishra, Adv.

R-2 in person

CORAM:

HON'BLE MR. JUSTICE AJAY DIGPAUL

ORDER

05.08.2025

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1. By way of the present application, the petitioner is seeking grant of anticipatory bail under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (earlier Section 438 of the Code of Criminal Procedure, 1973) in FIR no. 330/2025, registered at Police Station – Rajouri Garden, Delhi, under Sections 318(4)/316(2)/338/336(3)/340(2) of the Bharatiya Nyaya Sanhita, 2023.

2. Mr. KK Manan, learned senior counsel appearing on behalf of the petitioner submitted that the petitioner has been falsely implicated in the present matter, which arises out of a purely civil dispute that has been



deliberately given a criminal colour by the complainants, namely Mr. Amit Kumar Mishra and Ms. Sarika Kumari Mishra, in order to subvert due process and pressurise her to relinquish her lawful possession and contractual rights.

3. It is the case of the petitioner that she was inducted into the aforementioned premises by way of a lawful tenancy vide rent agreement dated 07.09.2024. She had been in peaceful possession of the said property and had regularly paid rent until certain disputes arose.

4. It is submitted that during the subsistence of tenancy, she expressed interest in purchasing a residential property, which prompted the complainants to offer to sell the very property she was occupying.

5. Following discussions and mutual negotiations, the parties entered into an Agreement to Sell dated 15.01.2025 for a total consideration of ₹16,50,000, of which the petitioner claims to have paid ₹1,90,000 in cash as earnest money.

6. The execution of the agreement, including the possession letter and acknowledgment receipt, was done on stamp paper purchased by the petitioner at the behest of the complainants. The petitioner submits that the allegations of forgery do not make out and asserts that the complainants willingly executed the documents, the contents of which bear their own photographs and signatures.

7. Upon the complainants' subsequent reluctance to perform the contract, the petitioner issued a legal notice dated 07.03.2025 invoking the terms of the Agreement to Sell and seeking specific performance. When no action ensued, she filed a civil suit for specific performance, injunction, and damages on 22.03.2025, registered as Civ. DJ/268/2025 before the Court of



learned District Judge, West, Tis Hazari Courts. The Court, vide order dated 23.04.2025, directed the complainants not to alienate or create third-party interests in the said property. Written statement was filed by the complainants on 14.07.2025, and the civil suit is now listed for further adjudication on 24.11.2025, as per the records available before this Court.

8. The petitioner contends that the lodging of the FIR dated 04.06.2025 is a direct retaliatory measure after the filing of the said civil suit and is intended solely to overreach and defeat the petitioner's lawful civil remedies.

9. On instructions, it is submitted by the learned senior counsel that at this stage, the petitioner is giving her undertaking, to show her *bona fide*, that she may be permitted to pay to the complainants the outstanding rent @₹28,000/-, in terms of the rent agreement dated 05.09.2024 within a period of 10 days from today.

10. It is also submitted that the petitioner is ready to join the investigation, willing to cooperate therein and she shall provide all the documents (agreement to sell, possession letter, receipt and other documents) to the Investigating Officer related to the present dispute. It is further submitted that the petitioner shall cooperate with the Investigating Officer in providing her handwriting for handwriting examination/verification. It is thus prayed by the learned senior counsel that the reliefs, as prayed for, may be granted.

11. Heard learned senior counsel for the petitioner and perused the record.

12. In compliance of the order dated 30.07.2025, the prosecution has filed a detailed status report. Learned APP, relying on the contents of the said status report, submits that the petitioner has failed to join the investigation,



and considering the nature of offence along with her non-cooperation and non-supply of documents, the present application may be dismissed.

13. Complainants are present in person today in Court along with their counsel. Learned counsel for the complainant submits that the petitioner did not pay any amount after the initial payment of ₹76,000/- towards her outstanding rent at the time of signing the aforesaid rent agreement and requests for early resolution of the dispute.

14. It is an admitted position of facts that the petitioner entered the premises as a tenant. However, there is a dispute as regards to subsequent agreement to sell. The allegations which have been alleged in the present case are based on documents and the petitioner is ready and willing to hand over the documents in question.

15. Therefore, considering the aforesaid submissions and undertaking given on behalf of the petitioner as well as the submissions made by the complainants, and without going into the merits of the present case and prejudicing the rights of the complainants/petitioner to pursue any civil remedies in accordance with the law, following directions are passed by this Court:

- a. The petitioner is directed to join the investigation and cooperate therein with the Investigating Officer as and when called by the Investigating Officer.
- b. The petitioner shall provide all the documents (agreement to sell, possession letter, receipt and other documents) to the Investigating Officer related to the present dispute, in originals, within one week from today.



- c. The petitioner shall cooperate with the Investigating Officer especially in providing her handwriting for handwriting examination/verification.
 - d. The petitioner shall make the payment of outstanding amount of rent to the petitioner (as on today) (excluding ₹76,000/- the amount already paid), within a period of 10 days from today, in terms of the rent agreement dated 05.09.2024 and shall continue to make regular payments, in future, for each month.
 - e. The petitioner shall deposit her passport, if any, with the Investigating Officer
 - f. On overall consideration of the matter, it is directed that subject to the petitioner complying with the aforesaid directions, no coercive steps shall be taken against her, till the next date of hearing.
- 16.** It is made clear that this order shall not prejudice the adjudication of civil disputes pending between the parties as on date.
- 17.** List on 10.09.2025.

AUGUST 5, 2025/ar/ryp

AJAY DIGPAUL, J