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

\+ BAIL APPLN. 3071/2025

MOHD NASIR .....Petitioner

Through: Mr. Ankur Bansal, Advocate with Mr. Sadre Alam and Mohd. Raziq,Advocates.

versus

STATE THE NCT OF DELHI & ANR. .....Respondents

Through: Mr. Naresh Kumar Chahar, APP for State with Ms. Puja Mann, Advocate. Mr. SPM Tripathi, Advocate with Ms. Navneeta and Mr. Ashish Tiwary, Advocates for R-2.

CORAM:
HON'BLE DR. JUSTICE SWARANA KANTA SHARMA

O R D E R

% **21.08.2025**

CRL.M.A. 23780/2025 (exemption)

6. Allowed, subject to all just exceptions.

7. Application stands disposed of.

BAIL APPLN. 3071/2025

8. By way of the present application, the applicant is seeking grant of anticipatory bail in case arising out of FIR bearing no. 640/2014, registered at Police Station Kotwali, Delhi, for the offences punishable under Sections 420/120-B/34 read with Section 174-A of the Indian Penal Code, 1860 (hereafter '*IPC*').

9. Briefly stated, the facts of the present case are that the complainant

had entered into an agreement to sell in respect of the subject property for a total sale consideration of Rs.2.30 crores. The complainant had paid a sum of Rs.1.75 crores as part payment through cheque. The balance payment of Rs.55 lakhs was to be paid at the time of registration of the Sale Deed and the Sale Deed was to be registered on or before 30.07.2013. In the meantime, on 15.07.2013, the parties had mutually agreed to postpone the agreement from 30.07.2013 to 30.04.2014 and in this regard, had prepared a written agreement. After obtaining possession of the entire property in question, Mohd. Ahsad Baksh had started raising construction and had deputed his brother-in-law Mohd. Nasir (the present applicant) for construction and repairing the building. He had also deputed Mohd. Mohseen Hussain to look after the work of construction. During enquiry, Firoz had informed the police that the present applicant and Mohd. Mohseen Hussain had fraudulently obtained his signatures on the Agreement to Sell dated 07.10.2013 and Receipt dated 24.09.2013, by telling him that Agreement is required to be shown to the customer to sell the property. The investigation further revealed that he had also executed some sale deeds in favour of Nilofar Parveen, Hoor Bano, Tarannum Bano, Farid Ahmad, Amzad Ali, Amtul Matin, Rasid Atique, Ibrahim Adnan and Mohseen Hussain through Mohd. Nasir (the present applicant) and Mohd. Hussain. Mohd. Hussain had also paid a sum of Rs.55 lakhs through cheque and Mohd. Firoz had executed Sale Deed of the remaining portion of the subject property in favour of Mohd. Ahsan Baksh and his wife Praveen Khanam.

10. It is the case of the prosecution and the complainant that the present applicant knew that Mohd. Firoz had already executed Agreement to Sell in favour of Mohd. Ahsan Baksh as he was constructing the building. Mohd.

Firoz with the connivance of the present applicant had executed some sale deeds in favour of some other persons and when these facts had come to the notice of Mohd. Ahsan Baksh, he had paid balance amount and had thereafter obtained Sale Deed of the remaining portion of the questioned property in his and his wife's favour. During investigation, it was revealed that Mohd. Ahsan Baksh had paid the balance amount, however, the present applicant had not produced any source of money. He had only produced one hand written receipt for cash of Rs.2 crores. During investigation, it was revealed that both the parties had approached the Delhi High Court Mediation and Conciliation Centre, wherein a settlement agreement had been executed between the parties. However, the complainant did not receive the payment, decided in the settlement agreement. The present applicant, Mohd. Firoz and Mohd. Mohseen did not make payment according to the settlement agreement executed at Delhi High Court Mediation and Conciliation Centre. Charge-sheet against the other accused Mohd. Firoz and Mohseen Hussain has been filed and is pending consideration.

11. The learned APP for the State argues that the applicant has already been declared a proclaimed offender and is involved in many criminal cases. It is thus prayed that the bail be not granted to the applicant.

12. The learned counsel appearing on behalf of the applicant, on the other hand, argues that the present dispute is of civil nature, though he does not dispute that the applicant has been declared a proclaimed offender and that four anticipatory bail applications stand rejected and that the applicant has still not joined investigation. It is accordingly prayed that the applicant be admitted to anticipatory bail.

13. This Court has **heard** arguments addressed on behalf of the learned APP for the State and the learned counsel for the applicant and has perused the material available on record.

14. After hearing arguments and going through the case file, this Court is of the opinion that the present applicant was declared proclaimed offender about four years back and charge-sheet has been filed against the co-accused persons. It is the fifth anticipatory bail application filed by the applicant and despite rejection of four anticipatory bail applications, he has not joined investigation. The applicant is the brother-in-law of the complainant and he already knew that the complainant had already purchased the subject property vide Agreement to Sell, for which he had made payment *vide* cheque. However, he had prepared fake documents i.e. Agreement to Sell and Receipt, suggesting that he had purchased the subject property through accused Firoz. It is his case that he had paid Rs.2 crores in cash, however, there is no source for such cash payment revealed on record and though he claimed that he has original Agreement to Sell, it was not placed on record.

15. The Court was informed that the applicant is involved in 23 more criminal cases. Further, despite entering into a settlement agreement before Delhi High Court Mediation and Conciliation Centre, pursuant to the registration of the FIR also, payment has not been made. Though the present case is being decided purely on merits of the allegations, this was also taken note of as it was argued that parties had settled the disputes. There is no change of circumstances, after dismissal of the four anticipatory bail applications earlier.

16. In the totality of the facts and circumstances of the case, this Court finds no ground to grant anticipatory bail to the present applicant, since fake

documents were prepared in the present case, and the custodial interrogation of the applicant would be required for the purpose of filing a supplementary charge-sheet and investigating his entire role in the offence in question.

17. Accordingly, the present application stands dismissed.

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

19. The order be uploaded on the website forthwith.

DR. SWARANA KANTA SHARMA, J

AUGUST 21, 2025/A