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

\+ W.P.(CRL) 2594/2025 & CRL.M.A. 24469/2025

DALJEET SINGH .....Petitioner

Through: Mr Vaibhav Sethi, Ms. Priya Pathania, Mr. Bhanu Gulati, Ms. Chhavi Tokas and Mr. Samaksh Wadhwa, Advs.

versus

STATE (NCT OF DELHI) & ANR. .....Respondents

Through: Mr. Amol Sinha, ASC for State

CORAM:
HON'BLE MR. JUSTICE AJAY DIGPAUL

O R D E R

% **20.08.2025**

1. The brief facts leading to the present petition are that in or about February 2015, the petitioner was allegedly induced by respondent No. 2, Rahul Shah @ Sachin Shah, who projected himself as a real estate businessman and proposed a joint venture in property dealings.

2. Acting on such representations, the petitioner entered into transactions concerning two immovable properties, namely, the ground floor of property No. 108, Pocket-12, Sector-24, Rohini, Delhi, purchased under a registered Sale Deed dated 31.03.2015 for a consideration of ₹40,00,000/-, and House No. 80, WZ-43, Second Floor, Vishnu Garden, New Delhi, purchased under a registered Sale Deed dated 15.05.2015 for ₹25,00,000/-. However, the petitioner was denied possession of both properties, as the Rohini property was already in occupation of another person and the Vishnu Garden property was discovered to have been fraudulently conveyed through forged documents.

3. Further scrutiny revealed that a sum of ₹19,50,000/- out of the petitioner's funds had been diverted into the account of respondent No. 2's company, thereby exposing a nexus. Upon realizing that one of the vendors had impersonated the true owner in collusion with respondent No. 2, the petitioner lodged complaints in September 2015 and February 2016, which ultimately led to the registration of FIR No. 436/2017 at P.S. Lajpat Nagar and filing of a chargesheet under various penal provisions.

4. During trial proceedings pursuant to FIR No. 436/2017, respondent No. 2 defaulted in appearance, and after repeated issuance of warrants, he was granted bail by order dated 23.08.2022 subject to certain bail conditions as well as deposition of ₹19,50,000/- with the Trial Court on his averment itself, which was duly deposited.

5. Thereafter, respondent No. 2 again absented himself, compelling initiation of proclamation proceedings, and by order dated 03.06.2024, he was declared a proclaimed offender, with the case file being consigned to the record room on 06.08.2024.

6. The petitioner then sought release of the deposited amount of ₹19,50,000/- by moving an application before the Ld. ASJ on 14.02.2025, but by the impugned order dated 24.02.2025, the said application was dismissed on the ground that the bail condition did not expressly provide for release of the deposit to the petitioner and the FIR had not been adjudicated on merits, leading to the present writ petition, seeking setting aside of the impugned order dated 24.02.2025 and release of ₹19,50,000/-.

7. Learned counsel appearing on behalf of the petitioner submits that the learned ASJ failed to appreciate that the amount of ₹19,50,000/- was deposited in Court not as a voluntary act by respondent No. 2 but as a mandatory condition of bail imposed by the learned ASJ vide order dated 23.08.2022, specifically intended to secure restitution to the complainant–petitioner. The dismissal of the application on the premise that the bail condition did not explicitly provide for release of the deposit is, according to the petitioner and contrary to the settled principle.

8. The petitioner submits that once respondent No. 2 was declared a proclaimed offender on 03.06.2024 and the case was consigned to the record room on 06.08.2024, there remained no possibility of trial proceeding against him. In such circumstances, retaining the said deposit indefinitely without disbursal to the victim, i.e., the petitioner results in grave prejudice and defeats the very object behind imposing such a bail condition. The order under challenge has, therefore, caused miscarriage of justice by denying the petitioner restitution despite the admitted fraudulent conduct of respondent No. 2.

9. The petitioner also contends that the impugned order fails to consider that the deposit was in the nature of compensatory security, and such amount is liable to be released to the victim of fraud and cheating when the accused has breached bail terms and absconded. Reliance is placed on principles of victim restitution under Section 357 of the Code of Criminal Procedure, 1973, which, though not expressly invoked, embody the judicial duty to ensure that a victim is not left remediless.

10. Heard.

11. Issue notice. Learned ASC, appearing on behalf of the State opposed the present petition and prayed that the same may be dismissed being devoid of any merit.

12. This Court has heard the learned counsel for the parties and perused the material placed on record.

13. Upon perusal of the record, it is made out that pursuant to the voluntary offer made by the accused to deposit the amount of ₹19,50,000/-, the same was directed to be deposited by the learned ASJ on 23.08.2022 as a condition for granting bail to respondent No. 2 in Bail Matter No. 1474/2022 alongwith furnishing of bail bond @ ₹30,000/-.

14. While respondent No. 2 had subsequently defaulted in appearances and was declared a proclaimed offender by the Trial Court on 03.06.2024, followed by consignment of the case file to the record room on 06.08.2024, these developments did not alter the nature of the original bail condition.

15. The said deposit of amount of ₹19,50,000/- was not in the nature of a bail bond or surety as envisaged under the Code of Criminal Procedure, 1973 (now Bharatiya Nagarik Suraksha Sanhita, 2023), but was an amount voluntarily offered by the accused himself to demonstrate his *bonafides* and to facilitate consideration of his bail application.

16. The bail order dated 23.08.2022 itself reflects that the accused, through counsel, proposed such deposit in Court. This was accepted by the Court and reduced into an order while granting bail. Therefore, the deposit cannot, by any stretch, be construed as a statutory bail bond.

17. In law, question of forfeiture arises only in relation to bonds executed under Sections 441 – 446 of the Code of Criminal Procedure, 1973 (485-492 of the Bharatiya Nagarik Suraksha Sanhita, 2023). The deposit of ₹19,50,000/- was not a bond executed by the accused or his surety but merely a sum placed in Court to allay apprehensions and to exhibit good faith. Consequently, no question of automatic forfeiture or disbursal of such deposit to the complainant arises upon the accused's subsequent default or upon his being declared a proclaimed offender.

18. It is further noted from the record that the said sum continues to remain in the custody of the concerned Court in the form of Fixed Deposit Receipt (FDR). Such being the position, the amount is preserved with the Court and has not been appropriated. Its character remains that of a deposit made by the accused, and not of a bail bond or security capable of forfeiture under the Code of Criminal Procedure, 1973 (now Bharatiya Nagarik Suraksha Sanhita, 2023).

19. It is noted that such deposit was not even an order of restitution, compensation, or interim relief, in favour of the petitioner but merely an offer by the accused to show his *bona fide*.

20. The bail order dated 23.08.2022 did not specifically provide that, in the event of default or respondent No. 2 being declared a proclaimed offender, the said amount would automatically stand released to the complainant/petitioner.

21. The argument of the petitioner that the deposit was intended as restitution or compensatory security cannot be accepted, for the bail order contains no such stipulation. Releasing the amount to the petitioner at this stage, without adjudication of the trial on merits, would transgress the settled principles that criminal proceedings and civil claims for restitution are distinct and must be determined on evidence. The law does not contemplate transfer of such deposit to the complainant merely on account of the accused having been declared a proclaimed offender.

22. It is trite that the jurisdiction exercised while granting bail is limited to securing the presence of the accused and ensuring that the course of trial is not obstructed. Any condition imposed at the time of grant of bail, including deposit of money, is ancillary to the said purpose and cannot be construed as an order of restitution, compensation, or civil recovery in favour of the complainant. There is no statutory provision which contemplates the automatic release of such deposit (not bail bond), made as a condition of bail, to the complainant or victim upon default of the accused.

23. Accordingly, the impugned the order 24.02.205, passed by the learned ASJ (FTC) -03, South East District, Saket Courts, in Misc Crl 1045/2024 arising out of FIR no. 436/2017, is hereby, upheld.

24. In above terms, the instant petition stands dismissed being devoid of any merit.

25. Pending application(s), if any, stands disposed of.

AJAY DIGPAUL, J

AUGUST 20, 2025/ar/av