$~78

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

\+ BAIL APPLN. 3201/2025

FIROZ ....Petitioner

Through: Mr. Ashok Kumar Mohapatra, Advocate.

versus

THE STATE GOVT OF NCT .....Respondent

Through: Mr. Naresh Kumar Chahar, APP for the State.

CORAM:
HON'BLE DR. JUSTICE SWARANA KANTA SHARMA

<u>O R D E R</u>

% 22.08.2025

<u>CRL.M.A. 24827/2025 (exemption)</u>

1. Allowed, subject to all just exceptions.

2. Application stands disposed of.

<u>BAIL APPLN. 3201/2025</u>

3. By way of the present application, the applicant is seeking grant of anticipatory bail in case arising out of FIR bearing no. 0300/2025, registered at Police Station Jamia Nagar, Delhi, for the commission of offences punishable under Sections 420/467/468/471/120B of the Indian Penal Code, 1860 (hereafter *'IPC'*).

4. Briefly stated, the facts of the present case are that the complainant, i.e. Zinat Khatoon, alleges to be the absolute, lawful, and exclusive owner of Shop No. 103, forming part of Property No. 23, Jogabai, Jamia Nagar, Okhla, New Delhi-110025, having acquired the same by virtue of valid and

subsisting title documents duly executed on 04.06.2012 by the erstwhile owner, Aftab Ahmad, in her favour. It is stated that the title documents comprised an Agreement to Sell, General Power of Attorney, Will, Affidavit, Possession Letter, and Receipt, all of which had been lawfully executed in favour of the complainant. Thereafter, it is alleged that the complainant had inducted her sons, namely Mohd. Irshad, Md. Mahtab, Ahsan Alam, and Firoz (the applicant herein), as tenants in respect of the aforesaid shop at a monthly rent of ₹40,000/-, whereafter, upon separation of their business in the year 2022, the said shop came to be exclusively let out to the applicant Firoz alone vide a duly executed Rent-Sale Deed dated 28.07.2022, for a fixed term of 11 months (commencing from 01.08.2022 to 31.07.2023), at a monthly rent of ₹40,000/-. It is further alleged that instead of complying with the terms of the rent deed and discharging his lawful obligation to pay rent, the applicant, in collusion with Mr. Ashok Kumar and with the active connivance of the concerned Sub-Registrar, Defence Colony, has indulged in the forgery of documents, cheating, and criminal conspiracy, with the malafide intention of unlawfully appropriating the complainant's property, hence prompting the registration of the present FIR for commission of offences under Sections 420/467/468/471/120B of IPC.

5. The learned counsel appearing for the applicant argues that the dispute in the case is purely civil in nature and that civil litigation regarding the title and ownership of the shop in question and cancellation of the earlier sale deed allegedly executed in the year 2012 is pending, and, therefore, the present case of forgery has been filed with ill intention and the applicant has been falsely implicated in the present case. It is also submitted that the sale deed dated 25.06.2024 is a registered document, which confers a clear title

upon the applicant. Therefore, it is prayed that the application for grant of anticipatory bail be allowed.

6. The learned APP for the State, on the other hand, argues that the documents available on record prove the allegations of forgery against the present accused/applicant, who is the son of the complainant. It is argued that the purported sale deed in favour of the applicant is manifestly false and fabricated, since it is evident from the rent agreements dated 02.12.2019 and 28.07.2022 placed on record, which belong to dates prior to the alleged sale deed i.e. 25.06.2024, that the applicant was operating from the property in question in the capacity of a tenant and that his mother, i.e. complainant Zinat Khatoon, was the actual owner of the property. Therefore, it is prayed that the application for grant of anticipatory bail be rejected since the custodial interrogation of the applicant is necessary.

7. This Court has **heard** arguments addressed on behalf of both the sides and has perused the material available on record.

8. In the present case, this Court is of the opinion that the documents collected by the investigating agency so far, including the Agreement to Sell, Power of Attorney, Will, Affidavit, Possession Letter and Receipt dated 04.06.2012, allegedly executed by the erstwhile owner Aftab Ahmad and reflecting receipt of the entire sale consideration of ₹10 lakhs paid by the complainant, as well as the documents allegedly executed by Ashok and Zugal Kishore in favour of Aftab Ahmad, thereby completing the entire chain of sale, have been placed on record by the complainant. It is also a matter of record that the said shop had allegedly been rented out for a consideration of ₹40,000/- to the present accused/applicant, who is the son

of the complainant, in the year 2022 when the business of the sons was separated. The shop was thereafter allegedly given exclusively on rent to the present accused/applicant Firoz vide Rent Lease Deed dated 28.07.2022 for a period of 11 months commencing from 01.08.2022 to 31.07.2023 on a monthly rent of ₹40,000/-, exclusive of electricity and other charges payable directly by Firoz to the concerned authorities.

9. Further, it is alleged that the tenancy was terminated by the complainant *vide* notice dated 18.07.2024, served on the present accused/applicant on 20.07.2024, calling upon him to vacate and hand over physical possession of the said shop and to clear arrears of maintenance since November, 2022 as well as electricity dues. However, since he allegedly failed to hand over possession, a suit for possession, recovery of arrears of rent, mesne profits/damages and permanent injunction was filed by the complainant on 10.09.2024, wherein the accused was served and had appeared through counsel. The matter was adjourned to 11.11.2024. Meanwhile, on 21.09.2024, the complainant is stated to have received a notice that the accused had filed a suit for declaration of ownership of the said shop and cancellation of documents dated 04.06.2012. It is further alleged that these subsequent documents were prepared in connivance with co-accused Ashok Kumar, whose role is under investigation. *Prima facie*, the record at this stage indicates that the shop in question had remained in possession of the complainant since the year 2012, for which she has produced documents before the investigating agency. Further, the record also *prima facie* reveals that despite these documents being on record and despite the accused allegedly having accepted tenancy under the Rent Agreement, it was only after his mother filed a suit for recovery of arrears

and possession upon termination of tenancy that he filed a suit challenging the ownership of his mother and questioning the validity of the original sale deed executed in her favour after nearly 12 years.

10. In view of the fact that documents *prima facie* evidencing ownership in favour of the complainant are on record, and in light of the allegation that another sale deed was forged in connivance with Ashok Kumar with respect to the very same property by the present applicant/accused, the custodial interrogation of the accused appears necessary for proper investigation. Additionally, in light of the above, this Court finds it fit to reiterate the settled legal position whereby the institution of civil suits, *per se*, cannot obviate criminal prosecution under relevant penal provisions if the necessary ingredients for the same are met, which in the present case, do seem to be *prima facie* made out at this stage.

11. Accordingly, in view of the foregoing discussion and considering that the accused has failed to join investigation, this Court does not find it to be a fit case for grant of anticipatory bail.

12. The present bail application stands dismissed.

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

14. The order be uploaded on the website forthwith.

DR. SWARANA KANTA SHARMA, J

AUGUST 22, 2025/zp