



\$~44

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

+ **BAIL APPLN. 3208/2025**

MOBIN

.....Petitioner

Through: Mr. Vimal Tyagi, Mr. Piyush Rajput,
Mr. Balaji Pathak and Tripurai Jha, Advs.

versus

STATE NCT OF DELHI

.....Respondent

Through: Mr. Raghuinder Verma, APP for State
with Mr. Aditya Vikram Singh, Adv.
Inspector Naveen Kumar, SI Pankaj Kumar along
with complainant

CORAM:

HON'BLE MR. JUSTICE AJAY DIGPAUL

ORDER

08.09.2025

%

1. By way of the present petition, the petitioner is seeking interim bail for a period of four weeks in FIR No. 383/2016, registered under Sections 302/120-B/34 of the Indian Penal Code, 1860 and Sections 25/27/54/59 of the Arms Act, 1959 at PS Jyoti Nagar, for the limited purpose of effecting the transfer of his property, scheduled on 09.09.2025.
2. The petitioner was granted interim bail by the learned Trial Court *vide* order dated 14.07.2025 for a period of one month on the ground that he was required to arrange funds to protect his wife from forceful eviction due to non-payment of rent, considering the humanitarian circumstances. Accordingly, the petitioner was released from jail on 19.07.2025.
3. Learned counsel for the petitioner, Mr. Vimal Tyagi, submits that during the subsistence of interim bail, the petitioner entered into an



agreement (Ikrarnama) dated 07.08.2025 for the sale of his agricultural land bearing Gata Nos. 1104 and 1128 gram Nainaul Baghwala, Tehsil Sahsawaan, District Badanyu, Uttar Pradesh (“the property”) in favour of one Mr. Shah Alam (“buyer”).

4. He further submits that pursuant to the aforesaid agreement, the buyer has paid an earnest amount of ₹25,000/- to the petitioner. It is further submitted that the petitioner has already paid stamp duty of ₹2,900/- and registration fee of ₹700/- towards the said transaction.

5. The date fixed for the execution and registration of the sale deed of the aforesaid property is 09.09.2025.

6. It is also submitted that the petitioner has earlier been granted interim bail on multiple occasions, i.e., on 03.09.2019, 08.07.2020, 06.09.2024, and 13.12.2024.

7. Mr. Vimal Tyagi further submits that the execution and registration of the sale deed of the said property mandatorily requires the physical presence of the petitioner before the concerned Sub-Registrar, and certain other formalities are yet to be completed.

8. On the other hand, Mr. Raghuinder Verma, learned APP for the State along with Mr. Aditya Vikram Singh, opposes the grant of interim bail. While not disputing the fact of the agreement for sale, reliance is placed upon the Status report filed by the State.

9. Learned APP contends that although the petitioner was granted interim bail on 14.07.2025 for this very purpose, he failed to utilise the opportunity and instead sought extension of interim bail for six weeks. The said application was rejected by the learned Trial Court *vide* order dated 14.08.2025.



10. Mr. Aditya Vikram Singh further places reliance upon Sections 31, 33 and 38 of the Registration Act, 1908, to contend that the requirement of the personal presence of the petitioner can be dispensed with in view of the said provisions.

11. I have heard learned counsel for the parties and perused the material on record.

12. The factum of the agreement to sell the aforesaid property stands verified by the State. The relevant paragraphs of the status report are reproduced hereinbelow:-

“2. That, the petitioner has entered into an agreement (Ikrarnama) dated 07.08.2025 for the sale of his agricultural land bearing Gata Nos. 1104 and 1128, Situated at gram Nainaul Baghwala, Tehsil Sahsawan, District Badanyu, Uttar Pradesh in favour of Shah Alam S/o Sh. Kallan R/o H.No. 1830, Chatta, Agha Jaan, Dariyaganj, Delhi. Enquiry has been made from Shah Alam who stated that he is buying agricultural land from Mobin for Rs 1,40,000/- and he also paid advance of Rs 25,000/- during the agreement. The balance amount will be paid at the time of registry of land i.e 09.09.2025. Verified copies of Khatauni for Gata No. 1104 & 1128 have also been obtained from Shah Alam. Both gata no. 1104 & 1128 have also been checked online on website <https://upbhulekh.gov.in> and Mobin is owner of 1/6 of the land in both the gata nos. 1104 & 1128.

3. That., the details of property has been verified and petitioner has been found part owner (1/6) in the property to be sold (gata no 1104 & 1108 situated at Vill. Nainaul Baghwala, Tehsil Sahsawan, District Badanyu, Uttar Pradesh). Khatauni Shah Alam of gata no. 1104 & 1108 and statement of purchaser Shah Alam and witness Juber are attached with this report. Report is submitted for your kind perusal please.”

13. The record further reveals that the petitioner, on earlier occasions when granted interim bail, surrendered within time and did not misuse the liberty so granted. The conduct of the petitioner in jail has also been reported to be satisfactory.

14. Having regard to the fact that the date for execution and registration



of the sale deed has already been fixed for 09.09.2025, which is tomorrow, this Court is inclined to grant interim bail to the petitioner so as to enable him to remain personally present before the concerned Sub-Registrar and complete the necessary formalities.

15. Accordingly, the petitioner is directed to be released on interim bail for a period of one week from the date of his release in FIR No. 383/2016 registered at PS Jyoti Nagar subject to the following terms and conditions:

- i.** The petitioner shall furnish a personal bond in the sum of ₹10,000/- (Rupees Ten Thousand only) with one surety of the like amount to the satisfaction of the concerned Trial Court;
- ii.** The petitioner shall appear before the concerned Court as and when the matter is taken up for hearing;
- iii.** The petitioner shall provide his mobile number to the concerned IO, which shall be kept in working condition and switched on at all times. In case of change of residential address or contact details, the petitioner shall promptly inform the same to the concerned IO as well as to the concerned Court;
- iv.** The petitioner shall not leave the NCT of Delhi without permission of the concerned Court during the bail period and surrender his passport, if any, at the time of release before the concerned Court;
- v.** The petitioner shall not directly/indirectly try to get in touch with any prosecution witnesses or tamper with the evidence.
- vi.** The Jail Superintendent is directed to hand over a slip to the petitioner indicating the date of his surrender.

16. The petition stands disposed of in the aforesaid terms.

17. A copy of this order be communicated to the concerned Jail



Superintendent for compliance.

18. Order *dasti* under signatures of the Court Master.

SEPTEMBER 8, 2025/ar/dd

AJAY DIGPAUL, J