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

\+ BAIL APPLN. 4463/2024

SATYENDER SINGH YADAV .....Petitioner

Through: Mr. Mohit Mathur, Sr. Adv. Mr. Aman Sareen, Mr. Sidharth Joshi, Ms. Ambareen, Mr. Vikrant Ballav Sharan, Ms. Akshita Sharma, Mr.Gurpratap Singh, Mr. Afesh Kumar, Advs.

versus

STATE GOVT.OF NCT OF DELHI .....Respondent

Through: Mr.Naresh Kumar Chahar, APP for State with SI Roshan Lal PS SunLight Colony.

CORAM:
HON'BLE MS. JUSTICE SWARANA KANTA SHARMA

O R D E R

% **23.01.2025**

1. The present bail application under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (hereafter *'BNSS'*) has been filed on behalf of the applicant, seeking grant of anticipatory bail, in case arising out of FIR bearing no. 0234/2017, registered at Police Station Sunlight Colony, Delhi for offences punishable under Sections 406/420/448/506/34 of the Indian Penal Code, 1860 (hereafter '*IPC*').

2. Briefly stated, that the present FIR came to be registered on 23.06.2017 on the basis of the complaint lodged by complainant namely Rajiv Sharma, alleging that in 2015, he had provided a loan of Rs. 60,50,000/- in ten instalments to the applicant/accused herein and his

business partner, Devender Kumar Sharma. Thereafter, in September 2015, when the complainant needed the money back, the applicant and Devender Kumar Sharma had visited his house and suggested to prepare a General Power of Attorney (GPA) for a property bearing no. V-134, Shiv Mandir Gali, V- Block, Arvind Nagar, Ghonda, Delhi. The said property was allegedly purchased by Devender Kumar Sharma from one Ilaichi Devi through registered GPA, Agreement to Sell and Will. The applicant and his business partner had expressed their inability to repay the loan and had proposed to sell the aforementioned property to the complainant for Rs.60,50,000/- to settle the loan. The applicant herein and his business partner had assured the complainant that the property was free from disputes, charges, liens, or encumbrances. Based on these assurances, the complainant had agreed to purchase the property for Rs. 60,50,000/-, which was duly paid to Devender Kumar Sharma and the applicant. Thereafter, on 03.10.2015, Devender Kumar Sharma had executed an Agreement to Sell, GPA, will, affidavit, receipt and possession letter in favor of the complainant. The complainant had taken possession of the said property, except for one room that remained occupied by one Ilaichi Devi. Thereafter, in March, 2016, the complainant discovered that all the accused persons including the applicant herein, had conspired to break the locks of the room of the aforementioned property by trespassing and threatening the complainant.

3. During the course of investigation, it was revealed that Devender Kumar Sharma had admitted that he had taken Rs. 35,00,000/- from the complainant, part of which was handed over to Narender Kumar Sharma. He further stated that to settle the debt, the property in question was sold to the

complainant. Further, the investigation revealed that on 06.04.2013, the above said property had already been mortgaged as security for a loan of Rs. 90,00,000/- taken by M/s Genovia Life Care, a partnership firm (with Vijay Chawla and Narender Sharma as partners). The original sale deeds dated 28.03.1969 and 09.08.1962 were kept with Corporation Bank to create the mortgage. On 10.09.2024, Ilaichi Devi and Narender Kumar Sharma were declared absconders/proclaimed offenders. During investigation, it came to notice that Devender Kumar Sharma had passed away on 10.07.2024 and his death certificate was verified with the Municipal Corporation of Delhi. Investigation further revealed that Narender Kumar Sharma was introduced to Rajiv Sharma i.e. the complainant by the applicant/accused herein and his business partner. Later, Devender Kumar Sharma and the applicant/accused herein had also sold the said property to the complainant for about Rs. 60,50,000/- to settle the debt. During the investigation, the complainant provided screenshots of WhatsApp chats and text messages exchanged between complainant and the applicant/accused.

4. The learned Senior Counsel for the applicant argues that the applicant/accused herein has been falsely implicated in the present case, and the allegations against him are vague and incorrect. It is argued that the notice under Section 41A of Cr.P.C. has been issued to the applicant after eight years, which itself shows *malafide* on the part of complainant and investigating agency. It is also stated that the complainant cannot be allowed to blow hot and cold at the same time, as the complainant has himself admitted that the property was sold to him for Rs. 60,50,000/-, and on the other hand, the FIR was registered under Section 406 of IPC for non-refund of money of Rs. 60,50,000/- which in itself is a self- contradictory stand.

Therefore, it is prayed that the applicant be granted anticipatory bail.

5. The learned APP appearing on behalf of the State, on the other hand, contends that during the course of investigation, the applicant did not provide relevant information/documents/mobile phone to the Investigating Officer (IO). It is further argued that the allegations against the applicant are serious in nature. Therefore, it is prayed that the present bail application be dismissed.

6. This Court has heard arguments addressed on behalf of both the parties and has perused the material placed on record.

7. In the present case, this Court finds that the allegations against the applicant are that he had cheated the complainant along with co-accused persons and it was the applicant through whom the complainant was contacted. The IO is present in Court, who states that Whatsapp chats with which the applicant is required to be confronted with, pertain to the year 2015. The learned Senior Counsel for the applicant states that the phone which the complainant was using in the year 2015 is not in his possession, however, he is willing to co-operate with the investigating agency regarding any other aspect of investigation they want to investigate into.

8. Considering the overall facts and circumstances of the case, this Court is inclined to grant pre-arrest bail to the applicant. Thus, in the event of arrest, the applicant shall be granted bail on furnishing personal bond in the sum of Rs. 50,000/- with one surety of the like amount, to the satisfaction of the concerned IO/SHO on the following terms and conditions:

i) The applicant shall remain available on mobile numbers, shared by him with the Police.

ii) The applicant shall not leave the country without prior permission of the concerned Court.

iii) The applicant shall not directly or indirectly make an attempt to influence the witnesses or tamper with the evidence in any manner.

iv) The applicant shall join the investigation as and when requested by the IO/SHO, and co-operate with the same.

9. Accordingly, the present bail application stands disposed of.

10. Nothing expressed hereinabove shall tantamount to expression of opinion on merits of the case.

11. The order be uploaded on the website forthwith.

SWARANA KANTA SHARMA, J

JANUARY 23, 2025/ VLD

Click here to check corrigendum, if any