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IN THE HIGH COURT OF DELHI AT NEW DELHI

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BAIL APPLN. 2/2025

MAYANK KUMAR

.....Petitioner

Through: Mr. Nirvikar Verma and Mr. Varun
Arora, Advocates.

versus

STATE GNCTD THROUGH SHO PS ANAND PARBAT DELHI &
ANR.Respondents

Through: Mr. Tarang Srivastva, APP for the
State with SI Jitender Kumar, P.S.
Anand Parbat.

Mr. Mohit Kapoor, Advocate for the
complainant alongwith complainant.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

31.01.2025

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Further to what was recorded in last order dated 17.01.2025,
the complainant/Sanjay Khandelwal is present in court. The
complainant is also represented by counsel, who has joined the
proceedings *via* video-conferencing.

2. Mr. Khandelwal confirms that he has signed a Memorandum of Understanding dated 17.12.2024 ('MoU') with the petitioner (which has been signed by the petitioner's wife on his behalf), whereby the petitioner is to take certain steps and actions to resolve the complainant's grievance. The complainant says that the petitioner has asserted that he would act on the terms of the MoU once he is released from judicial custody. Mr. Khandelwal further states that in these circumstances, he does not oppose the grant of bail to the petitioner.



3. The petitioner's wife and *paurokar* is present in court; and undertakes that once released on bail, the petitioner would act upon and abide by the terms of the MoU.
4. Mr. Tarang Srivastava, learned APP appearing on behalf of the State submits, that since one of the allegations against the petitioner is that he had forged a stamp paper, the offence under section 467 of the Indian Penal Code, 1860 is made-out; and the prosecution would press that charge. However, in the circumstances, learned APP leaves it to the court to pass appropriate orders as far as the present bail petition is concerned.
5. Upon a conspectus of the facts and circumstances of the case, and especially since the complainant confirms that he has signed the MoU with the petitioner, who (latter) is to required to perform the terms set-out therein to resolve the complainant's grievance, this court is persuaded to admit the petitioner – **Mayank Kumar s/o Sh. Nirmal Kumar** – *on regular bail* pending trial, subject to the following conditions:
 - 5.1. The petitioner shall furnish a personal bond in the sum of Rs. 25,000/- (Rs. Twenty-five Thousand Only) with 01 surety in the like amount from the petitioner's wife, to the satisfaction of the learned trial court;
 - 5.2. The petitioner shall furnish to the Investigating Officer/S.H.O, P.S.: Anand Parbat, Delhi a cellphone number on which the petitioner may be contacted at any time and shall ensure that the number is kept active and switched-on at all times;



- 5.3. The petitioner shall not contact, nor visit, nor offer any inducement, threat or promise to any of the prosecution witnesses or other persons acquainted with the facts of case - *other than as may be required under the terms of the MoU*. The petitioner shall not tamper with evidence nor otherwise indulge in any act or omission that is unlawful or that would prejudice the proceedings in the pending trial; and
- 5.4. In case of any change in his residential address/contact details, the petitioner shall promptly inform the I.O. in writing.
6. Nothing in this order shall be construed as an expression of opinion on the merits of the pending matter.
7. A copy of this order be sent to the concerned Jail Superintendent *expeditiously*.
8. The petition stands disposed-of in the above terms.
9. Other pending applications, if any, are also disposed-of.
10. A copy of this order be given *dasti* under the signatures of the Court Master.

ANUP JAIRAM BHAMBHANI, J

JANUARY 31, 2025

V.Rawat